



# End User License Agreement

Company Name: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

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SSI's liability to you for actual damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater of \$50 or the money paid to SSI for the Comet Software that caused the damages or that is the subject matter of, or is directly related to, the cause of action.

You agree that the limitations of liability and disclaimers set forth above will apply regardless of whether you have accepted the Software or any other product or service delivered by SSI. You understand and agree that SSI has set its prices and entered into this Agreement in reliance upon the disclaimers of liability, the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between you and SSI (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss) and that the same form an essential basis of the bargain between you and SSI.

### GOVERNMENT END USERS

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*Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer: Signature Systems, Inc., 360 Tesconi Circle, Suite E, Santa Rosa, CA, 95401.*

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### CONFIDENTIALITY

You agree not to directly or indirectly divulge to any person or entity the Software or any trade secrets related to the Software until such time as SSI makes such information available to the public without restriction.

### GENERAL

Any attempt by you to rent, lease, sell, or sublicense the Comet Software or to transfer any of the rights, duties or obligations under this Agreement is expressly denied.

This Agreement will be construed under the laws of the state of California, without regard to choice of law principles or rules. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

Your signature below indicates that you have read and accept the terms and conditions of this Agreement as of the date below.

\_\_\_\_\_  
Signature of Company's Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Security Device # # of Workstations

\_\_\_\_\_  
Date