Software License Agreement

License Agreement, by and between **CircleConsulting** ["Liscensor"], of **CircleCalc** ["Software"] and **User** ["Licensee"].

The Parties hereby agree as follows:

1. **Definitions**

The following terms used in this Agreement shall have the following meanings, unless the context otherwise requires:

"**Software**" shall mean the customized software materials owned by Licensor, commonly know as [Name of Software] which software materials enable a computer system to [General Characteristics of Software].

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The license fee and updating license fee are found on www.circleconsulting.us.

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7. **Indemnification**

Licensee hereby agrees that in no event shall Licensor be held liable for any and all damages, deficiencies and liabilities resulting from and against any and all damages, deficiencies and liabilities resulting from any breach by Licensee of this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorney's fees) related thereto.

8. **Disclaimer and Assignment**

This Agreement sets forth the entire agreement and understanding between the parties and supersedes and merges all prior oral and written understandings, representations and discussions between them respecting its subject matter. This Agreement may be amended only by a written agreement executed by Licensor and Licensee. No rights, obligations, representations or terms, other than those expressly recited herein, are to be implied from the Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns, provided, however, Licensee may not assign or otherwise transfer its rights or obligations hereunder.

9. **Notices**

All notices shall be sent to by email address, kept by Liscensor.

10. **Miscellaneous**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Its shall not be necessary in making proof of this Agreement and the exhibits or of any document required to be executed and delivered in connection herewith or therewith to produce or account for more than one counterpart.

11. **Development**

Licensee agrees to work with Circle Consulting to develop the software further.

12. Cook and Moore Clause

Licensee agrees to not add superfluous characters to iconic works of religious art.

13. Severability

Every provision of this Agreement is intended to be severable, and if any term or provision hereof or thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality and unenforceability in any jurisdiction shall not affect the validity, legality and enforceability of any such term or provision in any other jurisdiction.

14. Governing Law

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