

ON-PREMISES SOFTWARE LICENSE AGREEMENT

(Perpetual License + Maintenance)

SOFTWARE LICENSE AGREEMENT (ON-PREMISES)

This Agreement is between **SharePointXperts, LLC (“SPX”)** and Customer.

1. Grant of License

Subject to payment of applicable fees, SPX grants Customer a perpetual, non-exclusive, non-transferable license to install and use the Software in object code form within Customer’s on-premises SharePoint environment, solely for Customer’s internal business purposes.

Use is limited to the number of servers specified in the applicable Order.

2. Maintenance and Support

Support and maintenance for the first year are included in the initial license fee.

Support and maintenance for subsequent years are available for an additional annual fee.

During an active maintenance term, SPX will provide:

- Technical support
- Access to updates and new versions
- General guidance on installation and use

SPX will use commercially reasonable efforts to respond to and resolve support issues.

If maintenance is not renewed, Customer will continue to have a perpetual license to use the Software, but will no longer be entitled to support, updates, or new versions.

3. Migration Bridge Licenses

As a courtesy, SPX will provide bridge licenses to Customers that are current and active on maintenance and not delinquent in payment, at no additional charge for a duration of less than sixty (60) days.

The number of bridge licenses required will be determined by SPX based on a review of Customer’s environment.

Any use of the Software for migration purposes beyond sixty (60) days will require the purchase of a bridge license, which shall be valid for a one (1) year period from the date of purchase.

SPX reserves the right to modify pricing for bridge licenses at any time without prior notice.

4. Transfer Restrictions

Licensee may transfer license rights solely to an affiliate or successor acquiring substantially all assets, provided:

- Written notice to SPX
- Transferee is not a competitor
- Transferee agrees to this Agreement
- All Software copies are transferred

Otherwise, no assignment or transfer is permitted.

5. United States Government Use

U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication, or disclosure is subject to FAR 52.227.19 and DFARS 252.227.7013.

Contractor: SharePointXperts, LLC.

6. Export Restrictions

Customer agrees to comply with all U.S. export laws and regulations and not export Software to restricted countries or parties without authorization.

This obligation survives termination.

7. Orders; Payment

Orders define scope and pricing.

- Net 30 payment terms
- Delinquent accounts may **WILL** result in suspension of support

8. Ownership

SPX retains all intellectual property rights in the Software.

9. Restrictions

Customer shall not:

- Reverse engineer or modify
 - Distribute or resell
 - Use for third-party services
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10. Term and Termination

License is perpetual unless terminated for breach.

SPX may terminate for material violation.

11. Warranty

SPX warrants that the Software will function substantially in accordance with its documentation for ninety (90) days after installation.

Otherwise provided “AS IS.”

12. Intellectual Property Indemnification

SPX will defend Customer against infringement claims and may:

- Replace or modify Software
- Procure continued use
- Refund license fees

This is Customer’s exclusive remedy.

13. Limitation of Liability

SPX shall not be liable for indirect or consequential damages.

Liability is limited to fees paid.

14. Governing Law

Commonwealth of Virginia.

Venue: Fairfax County, Virginia.