

# CANDID LAUREATE AND YOKED TECHNOLOGIES END USER LICENSE AGREEMENT.

## Background

**Candid Laureate and Yoked Technologies** hereinafter referred to as the “Vendor” wishes to license computer software as a service to the Licensee and the Licensee desires to subscribe for the computer software on a monthly basis or use under a trial period as per the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this agreement and for other good and valuable consideration, for all software hosted on the server located at the website domain [clytechnologies.com](http://clytechnologies.com) or [clytechnologies.live](http://clytechnologies.live) the receipt and sufficiency of which is acknowledged, the End User Agrees as follows:

## License

- 1) The Vendor grants to the Licensee a non-exclusive and non-transferable license (the “License”) to use the **Candid Laureate and Yoked Technologies Accounting Management System**, herein referred to as the **ClyTech AMS**, (the “Software”).
- 2) “Software” includes the executable computer programs and any other related digital or printed documentation, databases and resources that accompany the Software.
- 3) Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor.
- 4) Intellectual property includes the visuals and operations of the Software.
- 5) This License allows the use of the Software only and is not in any way a transfer of ownership rights of the Software to the Licensee.
- 6) The Software may not be modified, reverse-engineered, or de-compiled in any manner through currently available or future technologies.
- 7) Failure to comply with any of the terms under this License section will be considered a material breach of this Agreement.
- 8) The Software shall be provided by the Vendor and accepted by the Licensee as is with the liability of the Vendor limited to no more than the original down-payment cost made by the Licensee to the Vendor.
- 9) The Vendor shall not be liable for any general, special, incidental or consequential damages suffered by the Licensee arising out of the use or misuse of the Software.
- 10) The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose.
- 11) The Vendor does not warrant that the use of the Software shall be uninterrupted or error-free.
- 12) The Vendor warrants and represents that it is the original author of, and holds rights to the Software and is not in violation of any other agreement granting the License of this Software.
- 13) All terms, conditions and obligations of this Agreement shall be deemed to be accepted by the Licensee (“Acceptance”) upon accessing the server located at the website domain [clytechnologies.com](http://clytechnologies.com) or [clytechnologies.live](http://clytechnologies.live).
- 14) No user support or maintenance is provided as part of this License Agreement.
- 15) The Licensee upon access of the Software shall be required to accept the Software to track their current location among other metadata and the Vendor shall be allowed to use collected location and meta data to perform Software improvement.

**CANDID LAUREATE AND YOKED TECHNOLOGIES END USER LICENSE AGREEMENT.**

- 16) The term of this Agreement will begin upon the Licensee accessing the server located at the website domain [clytechnologies.com](http://clytechnologies.com) or [clytechnologies.live](http://clytechnologies.live) and is perpetual.
- 17) This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
- 18) If a part of this agreement is deemed unenforceable by a court of law, the remaining parts shall remain in effect and shall be enforceable.
- 19) The Vendor may proceed to change this End User License Agreement without any prior notice to the End User and shall not be obligated to notify the End User after the fact through any other means other than an update to this Agreement.

CANDID LAUREATE AND YOKED TECHNOLOGIES,