

## Deed Reader Pro Software License Agreement

**IMPORTANT NOTICE: This Software is intended solely as a tool for licensed land surveyors and real estate professionals to plot deed descriptions. It is NOT intended for determining actual property boundaries on the ground. Only a licensed land surveyor can legally establish property boundaries.**

### **License**

1. Under this Software License Agreement (the "Agreement"), Deed Reader Pro, LLC (the "Vendor") grants to the user (the "Licensee") a non-exclusive license (the "License") to use Deed Reader Pro (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
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5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

### **License Transfer**

8. Deed Reader Pro, LLC acknowledges that certain situations, such as the termination of an employee or the replacement of a machine, may require the License to be transferred to a new user or machine. License transfers are permitted under these circumstances. The Licensee must contact Deed Reader Pro, LLC to request a transfer, providing relevant details for the new user or machine. Upon approval, the License will be transferred without additional fees.

#### **License Fee**

9. The Licensee agrees to pay the recurring subscription fees as specified at the time of purchase. The subscription fee constitutes the full consideration for this Agreement, and continued access to the software is contingent on timely payment of the subscription. Failure to make payments may result in suspension or termination of the Licensee's rights under this Agreement.

#### **Limitation of Liability**

10. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other 'business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
11. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
12. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
13. The Software is intended solely as a tool to assist licensed land surveyors and real estate professionals in plotting and visualizing deed descriptions. The Software is NOT intended to be used for determining the actual physical location of property lines on the ground. Only a licensed land surveyor can legally establish property boundaries and provide professional surveying services. The Licensee acknowledges that any use of the Software's output for legal boundary determination, property line disputes, or as a substitute for professional surveying services is strictly prohibited and done at the Licensee's own risk. The Vendor expressly disclaims any liability arising from such misuse.

#### **Warrants and Representations**

14. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

#### **Acceptance**

15. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on installation of the Software.

#### **Term**

16. The term of this Agreement will begin on Acceptance and is perpetual.

#### **Termination**

17. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

#### **Force Majeure**

18. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, war, serious illness, incapacity, or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

#### **Governing Law**

19. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Ohio for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Ohio.

#### **Miscellaneous**

20. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
21. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the

neuter gender include the masculine gender and the feminine gender and vice versa.

23. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

24. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

25. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

#### **Third Party Licenses**

26. The Software includes third-party components under separate license terms. See THIRD\_PARTY\_LICENSES.txt in the program directory for details.

#### **Notices**

27. All notices to the Vendor under this Agreement are to be provided at the following address:  
Deed Reader Pro, LLC, 751 N 6th Street, Unit 312, Columbus, Ohio 43215

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