

E.U.L.A. for USA - 5-digit ZIP Code Database, Premium Edition

User Notice

This End User License Agreement (the "EULA") is a contract between you (the "Customer") and ZIP Code Download (the "Company"). This EULA applies to all data, code, and applications (the "Products") sold by the Company – which shall include any upgrades, modified versions or updates of the Products licensed to you by the Company. By purchasing and/or retrieving the Products sold by the Company, the Customer accepts all the terms and conditions of the EULA. Upon your acceptance of this Agreement, the Company grants to you a nonexclusive license to use the Products, provided that you agree to the following:

Use of the Products

You may install the Products on a hard disk or other storage device; install and use the Products on a file server for use on a network for the purposes of (i) permanent installation onto hard disks or other storage devices or (ii) use of the Products over such network; and make backup copies of the Products.

You may make unlimited copies of the Products, as long as each copy that you make, 1.) is for internal company use, 2.) contains this Agreement and, 3.) contains the same copyright and other proprietary notices pertaining to this Products that appear in the Products.

You may not make the Products publicly available in easily downloadable format (i.e. PKZip files or static/dynamic web pages) on public network such as bulletin boards, online services, or the internet.

However, the Products may be used on public networks (i.e. the internet) if used within a "Lookup Application" such as a "Store Locator" or "Nearest Member Search" so long as the underlying data is not exposed to the internet.

Copyright and Trademark Rights

The Products are owned by the Company, and its structure, organization and code are the valuable trade secrets of the Company. The Products also is protected by United States Copyright Law and International Treaty provisions. You may use trademarks only insofar as required to comply with Section 1 of this Agreement and to identify printed output produced by the Products, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Products.

Restrictions

You are free to modify and/or adapt any Products provided in non-compiled form for your own use, reproduction as well as unlimited use within your organization. The Products are licensed and distributed by the Company. Redistribution and reseller agreements can be obtained by contacting the Company.

No Warranty

The Products are being delivered to you AS IS and the Company makes no warranty as to its use or performance. The Company DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE DATA OR DOCUMENTATION. The Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL The Company BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL

DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

Governing Law and General Provisions

This Agreement will be governed by the laws of the State of Utah, U.S.A., excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of the Company.

This Agreement is binding except in the case where a signed, certified letter is issued by the Company amending the Agreement.

Notice to Government End Users

The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other

Unpublished-rights reserved under the copyright laws of the United States.