

Standard Cutsforth Intellectual Property Rights and Addendum:

1. Unless otherwise provided in a written Statement of Work, any Products or services procured under this order are sold commercially by Cutsforth and have not been custom-developed specifically for this order, and are not unique to *Buyer*.
2. Cutsforth warrants that it owns all rights, title and interest to all intellectual property associated with its products and services (including without limitation its trademarks, service marks, patents and inventions, modifications, enhancements, improvements, proprietary methodologies, **product manuals**, procedures, processes and process improvement ideas, techniques, data, forms and templates, design and engineering, tools, or other related technical information) (collectively "Cutsforth Intellectual Property").
3. Cutsforth warrants that its Products or Services will not infringe upon or violate any trademarks, patents, copyrights or trade secrets of third party property rights.
4. Products or services sold by Cutsforth are subject, in every case, to the condition that **acceptance of an order does not convey a license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce Cutsforth proprietary documents, products, or services.**
5. **Product manuals and other Cutsforth documents delivered with products or services connected to this order are considered confidential, Cutsforth Intellectual Property, and Cutsforth grants *Buyer* a limited license to use Cutsforth Intellectual Property solely for the purpose of operating and maintaining Cutsforth products.**
6. Any improvements, modifications or enhancements to Cutsforth Intellectual Property made as a result of any suggestions or specifications by *Buyer* inure to Cutsforth's benefits are included in Cutsforth Intellectual Property. THIS PROVISION SUPERCEDES ANY STATEMENT RELATED TO DELIVERABLES, "WORK FOR HIRE," OR ANY ASSIGNMENT OF ANY CUTSFORTH INTELLECTUAL PROPERTY, WHICH ARE SPECIFICALLY DISCLAIMED.
7. **Software License Grant and Restrictions on Use.** Customer may not: (a) reproduce, display, download, modify, create derivative works of or distribute the Software; (b) attempt to reverse engineer, decompile, disassemble or access the source code for the Software or any component thereof; (c) use the Software, or any component thereof, in the operation of a service bureau; or (d) access the Software through any unauthorized means. As a condition of Customer's use of the Software, Customer warrants that they will not use the Software for any purpose that is unlawful or prohibited by these Terms. Customer may not use the Software in any manner that could damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software. Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Software. Cutsforth reserves all rights not expressly granted to Customer in these Terms. Subject to these Terms and the payment of all applicable license, Cutsforth grants Licensee a perpetual, limited, nonexclusive, non-transferable, license to install and use the software that may be integrated in the purchased Cutsforth product (the "Software") for Customers' internal use.