INDUSTRIAL LOGIC, INC.

DEVELOPMENT RECORDER PLUG-IN

END USER LICENSE AGREEMENT

The Legal Part………	Basically, it says……..
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You may download and print a copy of this Agreement from http://industriallogic.com/ILR.pdf.	You can keep a copy of this agreement
1. EULA. This Development Recorder Plug-In End User License Agreement (this "Agreement" or "EULA") applies to the enrollment in and use of the ILR Services from Industrial Logic, Inc., a Delaware corporation having its principal place of business at 829 Bancroft Way, Berkeley, CA 94710 ("Industrial Logic"), by you, the Licensee. All orders for the ILR Services are subject to acceptance by Industrial Logic. Industrial Logic will not be bound by any terms or conditions of Licensee's order that are inconsistent with or in addition to those in this EULA. In the case of any conflict, this EULA will prevail. If Industrial Logic and Licensee have entered into a separate purchase or license agreement, which is signed by both parties, then the provisions of such separate agreement take precedence over this EULA.	This End User License Agreement is the only thing that governs the use of the ILR Services, unless we sign something that says otherwise.

2. **ILR Services.** The ILR Services consist of the installation and use of Industrial Logic's Development Recorder Plug-In ("ILR" for short) from Industrial Logic, Inc., 829 Bancroft Way, Berkeley, CA 94710 by Customer. Utilizing the ILR entails the downloading and installation of this plug-in tool, which collects metadata for the purpose of helping computer programmers get helpful performance critiques from Industrial Logic. You acknowledged that the ILR Services collect data in connection with your programming and development environment and transmit that information back to Industrial Logic so that Industrial Logic may aggregate that information and deliver back to you or your organization, certain helpful performance critiques of your development efforts.	The ILR Services are basically the installation and use of a plug-in tool that collects information on your development environment and sends it back to us for analysis. After our analysis, we send you recommendations on improving your development efforts.
3. **ILR Services Delivery.** Licensee's orders will be deemed accepted upon Licensee's receipt of enrollment confirmation and login code(s) from Industrial Logic. ILR Services will be deemed accepted upon access and/or receipt by Licensee. Industrial Logic will not be liable for any Licensee loss resulting from delays in delivery, scheduling conflicts, or technical issues.	Your orders are considered filled once you get enrollment confirmation and login codes. The ILR Services are considered accepted once you access or receive them.
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5. Ownership and Proprietary Rights. The	We own all the ILR Services but if you

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8.2 A party may terminate this Agreement and any of the licenses hereunder; (a) upon thirty (30) days written notice to the other party of a material breach in connection with any of the ILR Services if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.	This is the part that explains how you shouldn't break the rules.
8.3 Termination of this Agreement shall not prevent either party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed. The parties' rights and obligations under this Agreement that by their nature are intended to survive termination of this Agreement shall do so. Upon the expiration or termination of this Agreement, Licensee shall: (a) immediately cease using the affected ILR Services; and (b) certify to Industrial Logic within thirty (30) days that Licensee has destroyed or has returned to Industrial Logic all copies of the affected ILR Services in Licensee's or any Authorized User's possession, or located on Licensee's internal computer systems.	If you break the rules and we terminate the license, you still may be in legal trouble and you'll have to stop using the ILR Services.
9. ILR Services Support. Industrial Logic provides comprehensive online support for all of the ILR Services. While Industrial Logic strives to provide rapid feedback and support for all the ILR Services, if a Licensee properly submits their question or issue, Industrial Logic will provide an email or online	We provide online support for our offering and will get back to you within two (2) business days, if not quicker!

response within two (2) business day from the time of the inquiry.	
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attributable to such claim, provided that Licensee: (a) gives written notice of the claim promptly to Industrial Logic; (b) gives Industrial Logic sole control of the defense and settlement of the claim; (c) provides to Industrial Logic all available information and assistance; and (d) has not compromised or settled such claim. If any of the ILR Services are found to infringe, or in Industrial Logic's opinion is likely to be found to infringe, any third party's intellectual property rights, Industrial Logic may elect to: (y) obtain for Licensee the right to use such ILR Services so that it becomes non infringing; or (z) remove the infringing ILR Services and refund Licensee's net book value for the affected ILR Services. Industrial Logic has no obligation under this Section 11 for any claim which results from: (aa) Licensees improper use of the ILR Services; (bb) Industrial Logic's compliance with designs or specifications of Licensee; (cc) modification of the ILR Services or other products; or (dd) use of an allegedly infringing version of any of the ILR Services, if the alleged infringement could be avoided by the use of a different version made available to Licensee. **THIS SECTION STATES THE ENTIRE LIABILITY OF INDUSTRIAL LOGIC AND EXCLUSIVE REMEDIES OF LICENSEE FOR CLAIMS OF INFRINGEMENT.** Licensee agrees to indemnify, defend and hold Industrial Logic harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys fees and costs) arising out of any claim based on Licensee's (yy) breach of this EULA; or (zz) use of data generated from such ILR Services.	the info generated from your use of the ILR Services.
12. Limitation of Liability. Except for breach by Licensee of its obligations under Sections 4, 7, 9 and 11, and to the extent not prohibited by applicable law: (a) each party's aggregate liability to the other hereunder will be limited to the amount paid by Licensee for the ILR Service which is the subject matter of the claims; and (b) neither party will be liable hereunder for any indirect, punitive, special, incidental or consequential damages even if that party has been previously advised of the possibility of such damage and even if any exclusive remedy provided for in these Terms fails of its essential	The most either of us would owe the other is what you paid for the ILR Services unless you break the rules, in which case there are no limits.

purpose. **BOTH PARTIES AGREE THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECTS THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, AND THAT IT PLAYED AND INTEGRAL ROLE IN EACH PARTY'S DECISION TO ENTER INTO THIS AGREEMENT.**	
13. Relationship. The relationship of Industrial Logic and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day to day activities of the other; (b) deem the parties to be acting as agents, partners, joint ventures, co owners or otherwise as participants in a joint undertaking; or (c) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.	We're both responsible for ourselves and only ourselves.
14. Excused Performance; Force Majeure. Industrial Logic shall not be liable in any way for any delays in, or any failure of, services performed hereunder due to any wrongful or negligent act or omission of Licensee, or its employees and agents; and/or Licensee's failure to follow the ILR Service requirements. Neither party shall be liable or deemed in default for any delay in performance under this Agreement resulting directly or indirectly from acts of God, war, insurrection, terrorism, national emergency, fires, storms, labor disputes, acts of vandals or hackers, acts of civil or military authority or any other cause beyond the reasonable control of such party. This provision does not relieve Licensee of its obligation to make payments then owing.	If the proverbial you-know-what hits the fan and it's not our fault, all bets are off except your obligation not to break the rules.
15. Miscellaneous. This EULA will be governed by and interpreted in accordance with the laws of the State of California governing a contract made and wholly performed within the State of California. This EULA, when accepted by you, constitutes the entire agreement between Industrial Logic and Licensee with respect to the furnishing of ILR Services and supersedes any prior negotiations, understandings or agreements with respect to the specific subject matter hereof. No other	We're in California so that state's law governs this agreement.

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