

END USER LICENSE AGREEMENT

This agreement is between MinionWare LLC, a Texas limited liability company (**MinionWare**) and the customer into this agreement (**Customer**), and is effective as of June 1, 2015. The MinionWare software, updates, and technical documentation provided to Customer (**Software**) are freely licensed and are not sold. This agreement covers the "Minion modules": Minion Reindex, Minion Backup, and Minion CheckDB. It does not cover Minion Enterprise, which has a separate agreement.

1. **SCOPE.** This agreement describes the licensing of the Software.
2. **LICENSE.** Subject to the other terms of this agreement, MinionWare grants Customer, under an order, a perpetual non-exclusive, non-transferable license to:
 - a. Use the Software on any computer or server;
 - b. Modify and add to the Software (always understanding that alterations may make upgrades difficult or impossible); and
 - c. Make as many copies of the Software as Customer likes.

3. **RESTRICTIONS.** Customer may not:
 - a. Sublicense, rent, sell, or distribute the Software; or create derivative works of the Software for the purpose of selling it; or
 - b. Evaluate the Software for the purpose of competing with MinionWare.

Third party contractors of Customer may use and access the Software under the terms of this agreement.

4. **PAYMENT.** The Software (Minion modules Minion Reindex, Minion Backup, and Minion CheckDB) are free.
5. **PROPRIETARY RIGHTS AND MUTUAL CONFIDENTIALITY.**
 - a. **Proprietary Rights.** The Software, workflow processes, user interface, designs, technical documentation and other technologies provided by MinionWare as part of the Software are the proprietary property of MinionWare and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with MinionWare and its licensors. The Software is protected by copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Software. MinionWare reserves all rights not expressly granted.

6. **WARRANTY, REMEDY and DISCLAIMER.** The Software is free and comes with no warranty or remedy.
 - A. **REMEDY.** MinionWare will evaluate errors and requests and, at its own discretion, may use reasonable efforts to remedy issues.
 - B. **DISCLAIMER OF WARRANTIES. MINIONWARE DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

7. **LIMIT ON LIABILITY.** MinionWare is not responsible for any damage and does not have any liability. Even if it knows of the possibility of such damage or liability, in no circumstance is MinionWare responsible for any: loss of, or damage to, data or information; lost profits, revenue, or productivity; or other special, consequential, incidental or indirect damages.

8. **GOVERNING LAW AND EXCLUSIVE FORUM.** This agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Dallas County, TX, and Customer submits to this personal jurisdiction and venue.