

# S.O.A.R. Desktop Database End-User License Agreement ("Agreement")

Last updated 01/04/2019

**Please read this End-User License Agreement (hereinafter referred to as "Agreement") carefully before agreeing to, downloading and/or or using the S.O.A.R. Desktop Database (hereinafter referred to as "Application").**

**By signing, downloading and/or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.**

**If you do not agree to the terms of this Agreement, do not sign, do not download, and do not use the Application.**

This Application, made available through the Native Alliance Against Violence, Inc., and Gray O.A.K., LLC, hereinafter collectively and individually referred to as "Licensor", is licensed, not sold, to you. Your license to the Application is subject to your prior acceptance of the Licensed Application End User License Agreement. The Application Provider and Licensor reserves all right in and to the Licensed Application not expressly granted to you under this End-User License Agreement.

## **License**

Licensor grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your program's non-commercial purposes strictly in accordance with the terms of this Agreement. The Application, its contents, and copyrights are the exclusive intellectual property of Licensor.

## **Reservation of Rights**

The Application and documentation are owned by Licensor and is protected by copyright, patent, trademark, and trade secret laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Software is licensed to your agency, not sold. Licensor reserves all rights not expressly granted in this Agreement, and no rights or licenses shall be deemed or interpreted to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.

## **Liability**

You acknowledge and agree that the Application is being provided on an "As Is" and "As Available" basis. Therefore, use of the Application is at your sole risk and discretion. Licensor and its affiliates hereby disclaim any and all warranties and guarantees regarding the Application. There are no guarantees that (1) the Application will meet all of your requirements; and (2) the Application will be uninterrupted or error-free.

Further, Licensor nor its affiliates are liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your access or use of or inability to access or use the Application.

## Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party; and/or
- b) Modify (without explicit permission from Licensor), decrypt, reverse compile or reverse engineer my application.

Licensor and its affiliates will not have access to any and all data collected through the Application (desktop and/or web-based) without a signed contract detailing permissions and limits between your organization and Licensor.

## Modifications to Application

Licensor reserves the right to modify, update, and regularly maintain the application with new features, bug fixes, etc. with or without notice and without liability to you.

Licensor may use any feedback and/or suggestions to improve the Application without financial compensation to your program.

## Term and Termination

This Agreement shall remain in effect until terminated in writing by the parties.

This Agreement will terminate immediately, without prior notice from Licensor, in the event you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your computer systems or from your mobile devices.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

## Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## Amendments to this Agreement

Licensor reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, Licensor will provide at least (30) thirty days' notice prior to any new terms taking effect.

## Contact Information

If you have any questions about this Agreement, please contact:

Dr. Diane Gout  
Gray O.A.K., LLC  
[dgout@gray-oak.com](mailto:dgout@gray-oak.com)  
207-590-5814

or

Dawn R. Stover  
Native Alliance Against Violence  
[dawn@oklahomanaav.org](mailto:dawn@oklahomanaav.org)  
405-801-2277

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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Authorized Office of:

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