

# End User License Agreement

License Agreement – Published Oct 2, 2008. Last Revised August 8, 2013.

License Agreement  
Blesta (the "Software")

This License Agreement is a CONTRACT between you (either an individual or company) and us. "You" means the licensee. "We" and "us" means Phillips Data, Inc., a California corporation.

## Limited Non-Exclusive License

You acknowledge that you are acquiring only a limited non-exclusive license to use the Software (the "License"). We remain the owner of all right, title, and interest in the Software and in any copies of it.

The License permits you to install one copy of the Software on one domain, e.g., yourdomain.com. Additional installations require additional licenses. Additional domains require additional "Multi-Company" license add-ons.

You may make a reasonable number of backup copies of the Software solely for backup purposes.

You agree not to make nor to permit the making of copies of the Software (including its documentation) except as authorized by this License Agreement or otherwise authorized in writing by us.

You agree not to engage in nor to permit the decompilation, disassembly, or other reverse engineering of the Software.

## No Warranties

YOU ACCEPT THE SOFTWARE "AS IS," AND WE MAKE NO WARRANTY AS TO ITS USE, PERFORMANCE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

## No Incidental or Consequential Damages

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR CONNECTED WITH THIS AGREEMENT OR YOUR USE OF THE SOFTWARE, regardless whether we know or have reason to know of the possibility of such damages.

Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Your Indemnity to Us

Independent of the foregoing provisions, you agree to defend and indemnify us against, and hold us harmless from, any and all claims, damages, losses, and expenses of any kind arising from or connected with the operation of your business.

## Termination

If you materially breach this License Agreement, we may terminate your right to use the Software by automatic process, with or without notice to you.

You agree that, upon termination of the License, you will destroy all copies of the Software in your possession.

## Entire Agreement, etc.

This written License Agreement is the exclusive agreement between you and us concerning the Software and supersedes any and all prior oral or written agreements, negotiations, or other dealings between us concerning the Software.

This License Agreement may be modified by us at anytime. Any such revisions will be posted online at our website at [www.blesta.com](http://www.blesta.com). We will make an attempt to notify you via email of any such revisions.

This License Agreement will be governed by the law of the State of California, USA.

This License Agreement is effective upon the earlier of (1) your signature below, or (2) your use of the Software (provided that your acquisition of a copy of the Software was from us or our representative); you agree that we need not sign this License Agreement in order for it to take effect.