

LEGAL AGREEMENT

This Agreement is made on [Date] between Code Effects Software, located at 3070 Windward Plaza, Suite F406, Alpharetta, GA 30005, USA (hereinafter referred to as "Code Effects"), and [Company], located at [Company Address] (hereinafter referred to as "Company").

Recitals

Whereas, Code Effects is the developer and owner of the business rules engine and editor software, known as the Code Effects Business Rules Engine and Editor (hereinafter referred to as the "Software");

Whereas, Company desires to purchase insurance of the Software's source code to ensure its continued access and use in the event that Code Effects ceases business operations;

Whereas, Code Effects agrees to make the source code of the Software available to Company under specific circumstances described herein;

Now, therefore, the parties agree as follows:

1. Purpose

This Agreement establishes the terms under which Code Effects will provide the source code of the Software to Company, under the conditions specified in Section 3 below, as insurance for the continued use of the Software by Company.

2. Definitions

a. Source Code – The complete and fully functional source code, including all libraries, documentation, and any other necessary files to enable Company to maintain and operate the Software without reliance on Code Effects.

b. Business Cessation Event – Any of the following events shall be considered a Business Cessation Event:

1. Code Effects ceases its business operations;
2. Code Effects files for bankruptcy or becomes insolvent;
3. Code Effects disbands or otherwise winds up its business operations;
4. Code Effects is unable to provide ongoing support, updates, or maintenance for the Software due to permanent cessation of business.

3. Obligation to Provide Source Code

In the event of a Business Cessation Event, Code Effects shall provide the Source Code to Company within thirty (30) days of receiving a written request from Company.

Upon the occurrence of a Business Cessation Event, Company will have the right to maintain, modify, and use the Source Code for its own business operations.

4. Payment

Company agrees to make a one-time payment of [amount in words] United States Dollars ([amount in numbers] USD) to Code Effects as consideration for this insurance agreement. Payment is due within ten (10) business days of the execution of this Agreement.

5. License to Use the Source Code

In the event that Company receives the Source Code, Company is granted a non-exclusive, non-transferable, perpetual license to use, modify, and maintain the Source Code solely for its internal business purposes. This license shall not be sublicensed, sold, or otherwise distributed to any third party without the express written consent of Code Effects.

6. Confidentiality

Company agrees to keep the Source Code confidential and shall not disclose it to any third party except as necessary for the maintenance and operation of the Software in accordance with this Agreement.

7. No Reverse Engineering Before Business Cessation Event

Company agrees that, except in the event of a Business Cessation Event, it will not attempt to reverse engineer, decompile, or otherwise derive the source code from any compiled versions of the Software provided by Code Effects.

8. Warranties and Disclaimers

Code Effects warrants that it has the right to enter into this Agreement and to make the Source Code available to Company under the terms specified herein.

Except as provided in this section, Code Effects makes no other warranties, express or implied, regarding the Software, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

9. Limitation of Liability

In no event shall Code Effects be liable to Company for any indirect, incidental, consequential, or special damages arising out of or related to this Agreement, whether in contract, tort, or otherwise, even if Code Effects has been advised of the possibility of such damages.

10. Term and Termination

This Agreement shall commence on the date first written above and shall remain in effect for as long as the Software is in use by Company or until a Business Cessation Event occurs and the Source Code is provided to Company.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, United States of America. Any disputes arising out of or related to this Agreement shall be resolved in the courts of the state of Georgia, United States of America.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral, between the parties.

13. Amendment

This Agreement may not be amended except in a writing signed by both parties.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.

15. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Code Effects Software

Signature: _____

Name: _____

Title: _____

Date: _____

Company

Signature: _____

Name: _____

Title: _____

Date: _____