

CLIPPERDATA SUBSCRIPTION AGREEMENT

1. AGREEMENT

This Subscription Agreement is made as of _____, 2020 between ClipperData LLC (“ClipperData”) and _____ (“Licensee”) (each a “Party” and collectively the “Parties”).

2. LICENSED MATERIALS

- a. ClipperData agrees to provide to Licensee the _____ (“Licensed Materials”) during the Subscription Period, which starts on _____ and ends on _____.
- b. ClipperData hereby grants to Licensee a limited, non-exclusive, non-transferable right during the Subscription Period only to receive and use the Licensed Materials as follows:
 - i. Licensee may use the Licensed Materials for any purpose not otherwise restricted by this Agreement.
 - ii. Only the Licensee and its employees may receive or use the Licensed Materials.
 - iii. Licensee shall not incorporate any Licensed Materials into derivative or transformative works except for strictly internal use by the Licensee, nor redistribute, republish, release or otherwise disseminate (or allow any such activities to occur) any part of the Licensed Materials or any derivative or transformative works thereof outside the Licensee’s organization.
- c. Except as licensed above, ClipperData retains all rights to the Licensed Materials. Licensee agrees not to reverse engineer or reproduce, in whole or in effect, the Licensed Materials at any time.
- d. ClipperData may immediately suspend or terminate the provision of the Licensed Materials if ClipperData becomes aware of any material breach of the terms of this Agreement by the Licensee.

3. LICENSE FEE

- a. Licensee agrees to pay a License Fee to ClipperData of _____ for use of the Licensed Materials during the Subscription Period. The License Fee shall be invoiced and paid within thirty days of the start of the Subscription Period. No License Fee shall be refundable either in whole or in part.
- b. Licensee is responsible for all sales taxes (including VAT), although ClipperData may invoice for such taxes.

4. WARRANTIES AND LIABILITY

- a. ClipperData warrants to the Licensee that, to the best of its knowledge, use of the Licensed Materials in accordance with this Agreement will not infringe the copyright or registered trademark of any third party.
- b. The Licensed Materials are provided on an “as is” basis and ClipperData makes no warranty regarding the Licensed Materials. ClipperData shall not be liable to the Licensee nor to any other party for any inaccuracies, errors, or omissions contained in the Licensed Materials nor for any loss or damage of any type suffered by the Licensee by its use of the Licensed Materials.
- c. ClipperData’s liability under this Agreement shall be strictly limited to the current License Fee.

5. GENERAL CONDITIONS

- a. This Agreement is the sole and entire agreement between the Parties regarding this subject matter; it may be executed simultaneously in one or more counterparts; and it may not be modified or amended except in writing signed by both Parties.
- b. ClipperData may assign this Agreement to an acquirer or successor entity provided that the acquirer or successor entity shall continue to provide the Licensed Materials to Licensee in substantially the same manner as ClipperData.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The Parties agree to exclusive jurisdiction in New York.

The Parties hereby approve to the terms of this Agreement executed this _____ day of _____, 2020 by:

ClipperData LLC

Licensee

Abudi Zein
Chief Executive Officer
ClipperData LLC
abudi.zein@clipperdata.com

Company _____
Signature _____
Name & Title _____
Email _____