

Blackblot® PMTK

Single-User License

Agreement



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1. **FRAMEWORK**

To license Blackblot Materials (as defined below) from Blackblot® - Product Management Expertise™ ("Blackblot") You are required to agree to the following terms and conditions of this Single-User License Agreement, as amended from time to time by Blackblot ("Agreement"). The term You ("You") shall mean the original recipient of the Blackblot Materials (whereupon access to the Blackblot Materials was provided to You directly by Blackblot or by an authorized Blackblot Licensee) that has acknowledged acceptance of this Agreement by purchasing, downloading, receiving, opening, installing, using, or otherwise accessing the Blackblot Materials. For purposes of clarification, the term You shall be limited to one single, specific, natural person and specifically excludes without limitation a firm, association, corporation, LLC, or similar legal entity.

Please carefully read this Agreement before purchasing, downloading, receiving, opening, installing, using, or otherwise accessing the Blackblot Materials. By purchasing, downloading, receiving, opening, installing, using, or otherwise accessing the Blackblot Materials, You agree to be legally bound by this Agreement and to fully operate under the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement then You are not authorized to purchase, download, receive, open, install, use, or otherwise access the Blackblot Materials. This Agreement shall be effective from the date You purchase, download, receive, open, install, use, or otherwise access the Blackblot Materials (the "Effective Date"). The term of this Agreement shall be perpetual starting on the Effective Date and shall continue unless either party notifies the other party of termination in accordance with the TERMINATION Section to this Agreement.

2. **BLACKBLOT MATERIALS**

Blackblot Materials shall mean the following Blackblot owned materials:

- Blackblot® Product Manager's Toolkit® (PMTK) ("Blackblot Materials").

3. **LICENSE GRANT**

Blackblot grants You a personal, non-exclusive, non-transferable, and non-assignable license to Use ("Use") the Blackblot Materials, subject to the terms and conditions of this Agreement. The term Use shall mean to install, view, execute, and/or uninstall Blackblot Materials on no more than two (2) computing devices exclusively used by You.

You may make one (1) archival copy of the Blackblot Materials for backup purposes or as otherwise required by applicable law, provided You do not remove any copyright, confidentiality, or proprietary notices that appear on Blackblot Materials.

Except as expressly authorized above, You shall not: copy, in whole or in part, the Blackblot Materials; modify the Blackblot Materials or any portion thereof; or assign, rent, sublicense, lease, distribute, sell, and/or create derivative works of the Blackblot Materials.

No multiple-user, site or volume license is being granted. You are not permitted to share the Blackblot Materials via a network nor install the Blackblot Materials simultaneously on a number of computers operated by different individuals.

4. CONFIDENTIALITY AND TRADE SECRETS

You acknowledge and agree that the Blackblot Materials, including, but not limited to the specific design and structure of the Blackblot Materials, constitute and contain trade secrets and/or confidential or proprietary information of Blackblot ("Blackblot Confidential Information"). You agree not to use the Blackblot Confidential Information in any way whatsoever except for the permitted Use in accordance with this Agreement. You shall not use the Blackblot Confidential Information in any manner that is inconsistent with the terms and conditions of this Agreement or in any manner that infringes any intellectual property rights of a third party or Blackblot. You agree not to disclose, provide, or otherwise make available the Blackblot Confidential Information in any form to any third party without the prior express written consent of Blackblot. You agree to implement reasonable security measures to protect the Blackblot Confidential Information. Title to the Blackblot Confidential Information shall remain solely with Blackblot.

You agree that the Blackblot Confidential Information is owned by Blackblot, and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright.

The terms and conditions of this Section shall survive any termination or cancellation of this Agreement.

5. OWNERSHIP

You acknowledge and agree that the Blackblot Materials are the exclusive property of Blackblot or its licensors and that Blackblot or its licensors own all right, title, and interest in and to the Blackblot Materials, Blackblot's trade names, domain names, trademarks, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the Blackblot Materials.

6. DISCLAIMER OF WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT USE OF THE BLACKBLOT MATERIALS IS AT YOUR OWN RISK. THE BLACKBLOT MATERIALS ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BLACKBLOT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE BLACKBLOT MATERIALS SHALL MEET YOUR REQUIREMENTS OR BE ERROR-FREE. BLACKBLOT HAS NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS TO THE BLACKBLOT MATERIALS.

The terms and conditions of this Section shall survive any termination or cancellation of this Agreement.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL BLACKBLOT (OR ITS LICENSEES, CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR AFFILIATES) BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR LOST REVENUE, LOST PROFITS, LOST DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY WHETHER IN TORT OR IN CONTRACT INCLUDING NEGLIGENCE ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLACKBLOT MATERIALS EVEN IF BLACKBLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BLACKBLOT'S (OR ITS LICENSEES', CONTRACTORS', AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', OR AFFILIATES') LIABILITY TO YOU OR TO ANY THIRD PARTY, FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE PAID BY YOU TO BLACKBLOT IN THE CALENDAR MONTH IN WHICH SUCH DAMAGES OR LIABILITY AROSE.

YOU ACKNOWLEDGE AND AGREE THAT PURCHASING, DOWNLOADING, RECEIVING, OPENING, INSTALLING, USING, OR OTHERWISE ACCESSING THE BLACKBLOT MATERIALS DO NOT SUBSTITUTE FOR ACTUAL WORKPLACE EXPERIENCE, TRAINING, OR STUDY; NOR DESIGNATE OR CERTIFY YOU AS BEING PROFESSIONALLY ELIGIBLE, QUALIFIED, EXPERIENCED, COMPETENT, KNOWLEDGEABLE, OR SUITABLE.

The terms and conditions of this Section shall survive any termination or cancellation of this Agreement.

8. INDEMNIFICATION

You agree to defend, indemnify, and hold Blackblot and its licensees, contractors, agents, employees, officers, directors, or affiliates harmless from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expenses) of third parties arising from or related to your use of the Blackblot Materials. The obligations in this Section shall not be limited in any way by any other provisions of this Agreement, including the LIMITATION OF LIABILITY section to this Agreement.

You shall indemnify Blackblot against all losses, damage, costs, expenses, or liabilities arising directly or indirectly out of claim by any third party alleging that your use of the Blackblot Materials infringes any copyright, trademark, service mark, trade secret, industrial right, moral right, or any other intellectual property right of any third party.

The terms and conditions of this Section shall survive any termination or cancellation of this Agreement.

9. MODIFICATIONS

Blackblot reserves the right to modify this Agreement at its own discretion upon thirty (30) days' written notice to You of any such modification and the effective date of such modification. If any modification to this Agreement is unacceptable to You, You may immediately terminate this agreement by providing written notice to Blackblot, and You shall not receive any refund of fees paid by You hereunder. If You do not terminate the Agreement, or if You continue to use the Blackblot Materials following any modification to this Agreement, your continued use shall mean that You have accepted that modification.

10. TERMINATION

You may terminate this Agreement at any time by giving Blackblot written notice bearing an immediate effective termination date. Blackblot may terminate this Agreement at any time, without cause, by giving You thirty (30) calendar days' prior written notice to the effective termination date. Blackblot may terminate this Agreement, without notice, if in Blackblot's sole and absolute discretion You are in violation of any provision of this Agreement.

If You terminate this Agreement, Blackblot shall be entitled to retain all payments rendered to Blackblot under this Agreement. Termination of this Agreement shall not terminate or cancel any payment obligation You have to Blackblot.

Upon the effective termination date, all Blackblot Materials and Blackblot Confidential Information that is stored digitally or otherwise with You or for You, shall be fully and completely removed from your possession by means of destruction at your own expense. Upon the effective termination date You shall deliver to Blackblot written certification of destruction of all such Blackblot Materials and Blackblot Confidential Information owned by Blackblot that is stored digitally or otherwise with You or for You.

The terms and conditions of this Section shall survive any termination or cancellation of this Agreement.

11. MISCELLANEOUS

This Agreement contains the entire understanding of the parties and supersedes previous verbal and written Agreements between the parties concerning the subject matter of this Agreement. This Agreement shall not be modified in any way except in writing and signed by Blackblot.

You hereby acknowledge that damages at law may be an inadequate remedy to Blackblot. Therefore, Blackblot shall have the right of additional damages at law, specific performance, injunction and/or other equitable remedy in the event of a breach by You of this Agreement, under any applicable law and jurisdiction to be determined in Blackblot's sole and absolute discretion.

This Agreement shall be governed by and construed in accordance with the laws of the state of Israel without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction. You agree to submit to the exclusive jurisdiction of the Israel Courts in respect to the interpretation of, and any disputes relating to, this Agreement or any of its provisions. Notwithstanding the foregoing, You acknowledge and agree that Blackblot may pursue legal action under this Agreement in any jurisdiction that Blackblot determines is appropriate. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

If a provision of this Agreement or a portion thereof is rendered invalid, void, unlawful, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect.

Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

This Agreement may not be assigned, delegated or otherwise transferred by You.

Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision. Waiver of breach of this Agreement shall not constitute waiver of another breach.

In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).