IDAutomation Source Code Agreement Addendum

This Source Code Agreement Addendum ("Addendum") is an addition of the IDAutomation Software License Agreement ("Agreement") made and entered into on (Month & Date) _____ (Year) _____ by and between IDAutomation.com Incorporated (hereinafter "Manufacturer"), a business formed and operating under laws of Florida, having its principal place of business in Tampa, Florida, and _____ (hereinafter "Licensee").
NOW, THEREFORE, in consideration of the mutual promises set forth herein, Manufacturer and Licensee agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions shall apply:
(a) "**Source Code**" shall include computer programming code or any computer instructions necessary to compile the underlying software product defined in section 10.
(b) "**Licensee**" shall mean any individual or entity that uses or installs the Source Code onto any computer under this Agreement, including, but not limited to, your employer, on whose behalf you are acting in using or installing the Source Code.
(c) "**Software License Agreement**" shall mean the written instrument governing the relationship between the Manufacturer and Licensee executed concurrently with this Agreement. The URL of this agreement is http://www.idautomation.com/licensing/software-license.html.
(d) "**Software**" shall mean the particular software product purchased by Licensee from Manufacturer.

TERMS:

1. **Grant of License:** By completing this Agreement, Manufacturer grants Licensee a nonexclusive, nontransferable, perpetual, worldwide right during the term of this Agreement to use the Source Code for the associated Software that Licensee purchased which is defined in section 10. The Software will be made available upon documentation that (1) full payment has been received from the Licensee, and (2) the appropriate license has been purchased as stated in the documentation for the Software.

2. **Licensee Agrees to be Bound by All Terms and Conditions:** Licensee agrees to be bound by all terms and conditions of this Agreement, in addition to those found in the Software License Agreement. This Agreement shall be an extension of the Software License Agreement, and includes all limitations of warranty and liability as stated in the Software License Agreement.

3. Limitations on Licensee's Use and Enjoyment: Licensee may not resell, rent, lease or distribute the Source Code alone, it shall only be distributed as a compiled component of an application. Licensee shall not use the purchased Software for anything other than its intended, legitimate, and legal purpose. Licensee shall not employ Software in any way that directly competes with Manufacturer.

4. Acknowledgement of Manufacturers Copyright Ownership: Manufacturer maintains ownership of all copyright interests in the Source Code, as well as any derivative works based either directly or indirectly on the licensed Source Code. Licensee acknowledges Manufacturers ownership of all copyright interests, and validity of any and all registrations of the Source Code with the U.S. Copyright Office. Licensee agrees not to remove copyright notices from the Source Code.

5. Confidentiality and Proprietary of Software: Licensee agrees and acknowledges that the Source Code is proprietary, valuable, and not generally known in the industry. Licensee agrees that it will maintain, through reasonable means, the confidentiality of the Source Code, and will not disseminate or allow unrestricted access. Licensee shall not distribute the Source Code to anyone other than employees and software developers of Licensee's organization or third party contractors working on behalf of Licensee's organization with a need to know.

5. Assignment and Effect: This Agreement shall inure to the benefit of and be binding upon both parties, as well as their employees, employers, agents, parents, subsidiaries, representatives, licensees, and assigns.

6. All Modifications Must be in Writing: There will be no modifications, alterations, or amendments to this Agreement, unless both parties agree in writing.

7. Termination: This Agreement shall terminate if the associated Software Licensee Agreement defined in section 10 is terminated, if the Licensee fails to fully comply with any provision or provisions contained herein, or if the funds are not received or are charged back. Upon termination, Licensee's rights to use the Source Code are revoked and Licensee shall destroy all copies or electronic forms of the Source Code including any Source Code used in Licensee's applications within 180 days.

8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Florida.

9. Jurisdiction and Venue: Should any dispute arise under the terms of this Agreement, Licensee agrees to personal jurisdiction in Florida, and that venue is proper in the Circuit Court of Hillsborough County, City of Tampa, Florida.

10. Licensee Information and Acceptance: Licensee hereby seals and delivers this Agreement on the day and the year first written above. Manufacturer accepts and agrees to this Agreement when the (1) Source Code is provided to Licensee by Manufacturer and (2) after the Agreement is received by Manufacturer. *No refunds for the associated license purchase shall be refunded after the source code has been sent to Licensee.*

Licensee Information: (must be signed by an authorized person of the Licensee's organization, please print clearly)

Associated Software Product Order ID:			
Associated Software Product Description:			
Email Address for Source Code Delivery:			
Printed Name:			
Signature:		Date:	
Title:			

Please print this Agreement, fill it out, sign and date the bottom of each page, image the pages and email it to us or fax it to us.