End User License Agreement

1. APPLICATION

1.1 This end user software license ("License") allows you to use the Personal Reflections software (hereinafter "Software") made available to you by a representative of Cold Spring Granite Company, Inc. dba Coldspring (hereinafter "Coldspring") subject to the terms of this License. This License is a legally binding agreement between you and Coldspring, with its registered office at 17482 Granite West Road, Cold Spring, MN 56320. You will be deemed to have accepted the terms of this License by logging into the software with the login credentials provided by Coldspring.

2. LICENSE

- 2.1 Coldspring grants you and all employees employed by your company for the term of this License a limited, personal, non-exclusive license to use the Software in object code executable only form on the website pr.coldpsringusa.com, said use limited to designing and ordering mausoleum, memorial and other burial products using bronze, granite and other materials provided solely by Coldspring.
- 2.2 All rights not expressly granted to you under this License are reserved to Coldspring, and you agree not to take or permit any action with respect to the Software that is not expressly authorized under this License. For the avoidance of doubt, you have no right to use, incorporate into other products, copy, modify, translate or transfer to any third party the Software or any modification, adaptation or copy of the Software or any part thereof, nor to decompile, reverse engineer, or disassemble the binary code of the Software, either in whole or in part, except as expressly provided in this License.
- 2.3 The Software is licensed to you, for use by your business only. You may not rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis. You shall not share the login credentials provided with any other persons or entities without the express permission of a representative of Coldspring.

3. OWNERSHIP & CONFIDENTIALITY OF INTELLECTUAL PROPERTY RIGHTS

- 3.1 Your only right to use the Software is by virtue of this License and you acknowledge that all intellectual property rights in or relating to the Software and all parts of the Software are and shall remain the exclusive property of Coldspring.
- 3.2 You further acknowledge that all intellectual property rights in or relating to any improvement, modification or adaptation of the Software arising directly or indirectly from you using the Software are and shall remain the exclusive property of Coldspring.
- 3.3 The structure, organization and source code of the Software are the valuable trade secrets and proprietary confidential information of Coldspring. You agree not to provide or disclose any such confidential information in the Software or derived from it to any third party.

4. LIMITATION AND EXCLUSION OF LIABILITY

- 4.1. The Software is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality or that it does not and will not infringe any third party rights (including intellectual property rights). Coldspring has no obligation under this License to provide technical or other support to you. Except as set out in this License you assume the entire risk as to the quality and performance of the Software.
- 4.2. Coldspring will be under no liability to you whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of data, loss of savings, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

- 4.2.1. the Software, or the manufacture or sale or supply, or failure or delay in supply, of the Software by Coldspring or on the part of Coldspring's employees, agents or subcontractors:
- 4.2.2. any breach by Coldspring of any of the express or implied terms of this License;
- 4.2.3. any use made of the Software; or
- 4.2.4. any statement made or not made, or advice given or not given, by or on behalf of Coldspring.

You acknowledge that the above provisions of this clause are reasonable given the charges made (if any) for the Software and you will accept such risk and/or insure accordingly.

5. TERM AND TERMINATION

- 5.1. This License shall commence upon the earlier of your acceptance of this License or your logging into the software with the login credentials provided by Coldspring and shall continue until terminated in accordance with this License.
- 5.2. This License will terminate automatically if fail to comply with any term or condition of this License.
- 5.3 This License may be terminated by Coldspring at any time, with or without cause.
- 5.4. The termination of this License howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. All terms of this License will continue to be enforceable notwithstanding termination.

6. GOVERNING LAW AND JURISDICTION

6.1. The formation, existence, construction, performance, validity and all aspects whatsoever of this License or of any term of this License will be governed by the law of the State of Minnesota. Any disputes which may arise out of or in connection with this License, resulting in court proceedings shall be venued in Stearns County, Minnesota.

7. GENERAL

- 7.1. If any clause or part of this License is found to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this License and will be ineffective without, as far as is possible, modifying any other clause or part of this License and this will not affect any other provisions of this License which will remain in full force and effect.
- 7.2. No failure or delay by Coldspring to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 7.3. This License contains all the terms which the parties have agreed in relation to the subject matter of this License and supersedes any prior written or oral agreements, representations or understandings between the parties in relation to such subject matter.
- 7.4. Coldspring reserves the right to revise the terms of this License by updating the License on its web site, or by notifying you by post or by e-mail. You are advised to check this License periodically for notices concerning revisions. Your continued use of the Software shall be deemed to constitute acceptance of any revised terms.