

LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY

This License Agreement (this “Agreement”) is a legal agreement between you (“you” or “your”), and the Oregon State Bar (the “Owner”). This Agreement applies to the form contracts and other legal forms on the disk that accompanies this Agreement (the “Forms”).

By opening the sealed packaging containing the disk, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Owner is unwilling to license the Forms to you. In that event, you may not download, install, use, or copy the Forms. Instead, you may either return the disk and accompanying book to the Owner for a refund, or retain the product but use only the book.

SECTION 1. LICENSE

Subject to the terms of this Agreement and payment of the applicable license fee, the Owner hereby grants you a limited, nonexclusive, personal, and nontransferable license for use of the Forms by a single attorney on one or more computers. You may access the Forms through a network if you have obtained an individual license for each attorney who will access the Forms through the network. One license is required for each individual attorney user. Additional licenses ARE NOT required for secretaries, legal assistants, paralegals, law clerks, or other support staff of the attorney user.

SECTION 2. CONFIDENTIALITY AND LIMITATIONS OF USE

2.1 You may not under any circumstances:

- (a) sublicense, distribute or transfer the Forms or your rights under this Agreement;
- (b) make any representation or warranty with regard to the Forms; or
- (c) Remove or alter any copyright or other proprietary rights notices included in or affixed to the Forms.

2.2 Except for individual Forms used on behalf of your clients and in accordance with each Form's intended purpose, you may not under any circumstances:

- (a) modify, adapt, translate, or prepare derivative works based on the Forms; or
- (b) allow attorneys or other persons not licensed or permitted to use the Forms pursuant to this Agreement, to use, copy or access the Forms by any means.

SECTION 3. OWNERSHIP

All right, title, and interest in the Forms, including any updates or revisions thereto, is and shall remain the sole and exclusive property of the Owner, its licensors, and their successors and assigns. Other than the limited license explicitly set forth in this Agreement, no interest in or rights or licenses to the Forms are granted to you, and no interest in or rights or licenses to the Forms shall inure in or accrue to you, whether by implication, estoppel, or otherwise. All rights of any kind in the Forms that are not expressly granted in this Agreement are entirely and exclusively reserved to and by the Owner, its licensors, and their successors and assigns.

SECTION 4. UPDATES; SUPPORT

The Owner is not obligated to provide any updates, revisions, new versions, bug fixes, maintenance, or support for the Forms. Any such materials or services must be obtained pursuant to a separate agreement.

SECTION 5. LIMITED WARRANTY

5.1 The Owner warrants that for a period of 30 days after purchase the disk on which the Forms are furnished shall be free from defects and materials and faulty workmanship under normal use. This limited warranty is void if failure of the Forms results from abuse, misuse, modification, or improper installation.

5.2 The Owner's entire liability and your exclusive remedy for breach of the foregoing warranty will be repair or replacement of the disk or, at the Owner's discretion, return of the disk for a full refund of the fees you paid therefor.

5.3 The Owner does not represent or warrant that the Forms are accurate, correct, error-free or that they will meet your requirements. You understand that the Forms are only a starting point in developing an appropriate document to use in a particular matter and You agree You must exercise independent professional judgment in modifying and using any Form in a specific client matter.

5.4 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. THE OWNER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 6. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF THE OWNER OR ITS LICENSORS HEREUNDER EXCEED THE OWNER'S OBLIGATIONS UNDER THE LIMITED WARRANTY SET FORTH ABOVE.

IN NO EVENT SHALL OWNER AND ITS LICENSORS' AGGREGATE LIABILITY FOR THE USE OR INABILITY TO USE THE FORMS, ANY ERROR, DEFECT OR INFRINGEMENT BY OR OF THE FORMS, OR ANY BREACH OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE LICENSE FEE FOR THE FORMS TO WHICH THE CLAIM RELATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE OWNER OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST OR DAMAGED DATA; SUBSTITUTE GOODS; LOST PROFITS; INTERRUPTION OF BUSINESS; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.

SECTION 7. TERMINATION

7.1 This Agreement shall commence at the time you open the sealed envelope containing the Forms on disk and shall continue until terminated. Either party may terminate this Agreement immediately on the other party's breach of any term of this Agreement and failure to fully remedy the breach within 10 days of receiving notice of the breach.

7.2 On termination of this Agreement for any reason, you shall immediately cease all use of the Forms in any form and immediately return or destroy all copies of the Forms in your possession or control.

7.3 Except as otherwise stated in this Agreement, any provisions in this Agreement that by their sense and context are intended to survive the termination of this Agreement shall survive such termination. Notwithstanding the foregoing, any cause of action that the Owner may have against you for breach of this Agreement before the date of termination shall survive such termination.

SECTION 8. GENERAL

8.1 Waiver. No waiver of any violation or nonperformance of this Agreement in one instance shall be deemed to be a waiver of any subsequent violation or nonperformance. All waivers must be in writing.

8.2 Severability. If any term or provision of this Agreement is to any extent held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.3 Notice. Any notice or report under this Agreement shall be deemed given if delivered or sent by first-class mail, postage prepaid, addressed to the other party at that party's current address, or at such other address as designated by the party by written notice. If notice is given by mail and the notice affects other parties' rights under this Agreement, the effective date of the notice shall be seven days after the date of mailing or the date the notice is received, whichever is earlier.

8.4 Applicable Law; Disputes. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, U.S.A., without regard to Oregon's conflict-of-laws principles. The parties agree that any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained exclusively in state or federal court located within Multnomah County, Oregon. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.

8.5 Injunctive and Other Equitable Relief. You agree that the remedy at law for any breach or threatened breach of this Agreement by you would, by its nature, be inadequate, and that in that event the Owner shall be entitled, in addition to damages, to a restraining order, temporary or permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or providing that any monetary damage has been sustained.

8.6 Entire Agreement. This is the entire agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to the Forms. This Agreement may not be modified or amended except in a writing signed by both parties. Any preprinted terms on your purchase order are expressly rejected by the Owner and shall be given no force or effect.

Additional User Licenses

Name Bar #

Firm Name Phone

Street Address

City State Zip

Title	Code	Qty.	Price Ea.	Total
Additional User License for forms accompanying the book titled: <hr/> <hr/>				

TOTAL: \$ _____

When purchasing additional licenses, you will not receive any additional shipment from the Oregon State Bar. Please retain the attached License Agreement which governs your rights and responsibilities with respect to all additional licenses purchased.

Payment Options

- Check Enclosed: Payable to Oregon State Bar Please Bill: Customer No. _____
 Credit Card (VISA or MasterCard only)

****All information below required when paying by credit card. ****

Credit Card Number Expiration Date

Name on Credit Card *(please print)*

Credit Card Billing Address

City, State, Zip Code

Authorized Signature