

End User licensing Agreement

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Bountiful Herbs. By installing, downloading or using the Bountiful Herbs Botanical Medicine Database (Licensed Database Software) you are agreeing to be bound by this End User Licensing Agreement (EULA).

If you do not agree to the Terms and Conditions of this EULA you may not install, download or use the Licensed Database Software.

The Effective Date of this EULA is the day you install the Licensed Database Software to your Computer as described below.

DEFINITIONS.

“You” means the Purchaser or Purchaser entity of this Licensed Database Software

“Activation Key” means, collectively, the specific Serial Number, code, and authorization for each copy of the Licensed Database Software issued by Bountiful Herbs, to you upon purchase of the Licensed Database Software.

“Bountiful Herbs website” means www.bountifulherbs.net

“Computer” means Laptop or desktop PC or Macintosh

1. **LICENSE GRANT:** Subject to your agreement and compliance with the terms and conditions of this EULA, Bountiful Herbs grants to you, the purchaser of the Licensed Database Software, a limited, personal, non-exclusive, non-transferable and revocable license (without the right to sublicense) to install, use, access, display, edit and run two copies of the Licensed Database Software on two different computers which you own or are under your control solely for your personal, business, or educational use.

2. **RESTRICTIONS:** The rights in and to the Licensed Database Software are the only rights granted to you in connection with this EULA, and any and all rights not expressly granted to you by the license described above are expressly and fully reserved by Bountiful Herbs as the licensors. Your license and right to access and use the Licensed Database Software is limited to computers owned or controlled by you. Except as specifically provided in this EULA or for backup or archival purposes specifically permitted by law, you may not use or make any other copies of the Software. In addition, you are not permitted to distribute, transmit, sublicense, tamper with or attempt to bypass, modify, defeat or otherwise circumvent the operation of the Software or alter, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover or disclose the Software source code or underlying programming or architecture.

3. **PROPRIETARY RIGHTS:** Bountiful Herbs owns all right, title, and interest in and to the Licensed Database Software including, without limitation, all intellectual and proprietary rights appurtenant thereto, and, except for the limited license granted to you in this EULA, nothing in this EULA shall be construed to transfer, convey, impair or otherwise adversely affect Bountiful Herbs ownership, copyrights or proprietary rights to the Licensed Database Software or any other Bountiful Herbs information or materials, tangible or intangible, in any form and in any medium.

4. INSTALLATION POLICY: With the purchase of the Licensed Database Software, you are authorized to install two copies of the Licensed Database Software on two (2) different computers that you directly own or are under your control, solely for your personal, business, or educational use. Bountiful Herbs will deliver to you two different Activation Keys, one for each copy of the Licensed Database Software to be installed.

5. UPDATES: For the purposes of this EULA an Update means a revision to the Licensed Database Software or patch that improves the functionality of the Licensed Database Software and may contain new features or enhancements, which are not an Upgrade. Bountiful Herbs will provide notice to you of any new updates available to download and install for free from the Bountiful Herbs website.

6. UPGRADE: For the purposes of this EULA an Upgrade means a subsequent version of the Licensed Database Software that Bountiful Herbs designates as a new release and makes generally commercially available. Purchase of Upgraded Licensed Database Software will not replace the license granted to you in this EULA for the original purchase and updates.

7. TERM: The Term of this EULA shall commence on the Effective Date and is perpetual and shall continue in effect until terminated as set forth below.

8. TERMINATION: You may terminate this EULA at any time upon thirty (30) days prior written notice to Bountiful Herbs. Bountiful Herbs may terminate this EULA immediately without notice if you breach any term of this EULA including, without limitation, breaching the scope of the license granted. Upon termination of this EULA, (i) the rights and licenses granted to you pursuant to this EULA shall automatically and immediately terminate and (ii) you shall immediately cease using the Licensed Database Software. All provisions of this EULA, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. DISCLAIMER OF WARRANTY: There are no Representations or Warranties that apply or that are made to you in any way in connection with the Licensed Database Software or this EULA. To the maximum extent permitted by law Bountiful Herbs expressly disclaims all Representations and Warranties with respect to the Licensed Database Software and your access to and use thereof, whether express or implied, including without limitation, the Implied Warranties of Merchantability or Fitness for a Particular Purpose or any Warranties of Title, Non-Infringement and/or arising from a Course of Dealing or Usage of Trade. Without limiting the Generality of the foregoing the Licensed Database Software is made available to you on an "As Is" and "As Available" basis and Bountiful Herbs does not guarantee, warrant or represent that the Licensed Database Software shall meet your requirements or that your use, operation or results of use of the Licensed Database Software shall be uninterrupted, complete, reliable, accurate, current, error-free, free of computer viruses or otherwise secure. You assume the entire risk of downloading, installing, copying, using and operating the

Licensed Database Software.

10. LIMITATIONS OF LIABILITY: You understand, acknowledge and agree that to the fullest extent permissible by law, neither Bountiful Herbs nor its successors, assigns, officers, directors, members, employees, agents, licensors, representatives, advertisers, business and promotional partners, operational service providers, suppliers, shall, under any circumstances, be responsible or liable for any claim, loss or damage, of any kind, direct or indirect, including, without limitation, any and all compensatory, consequential, incidental, direct, indirect, special, exemplary or punitive damages, in connection with or arising from any use of the Licensed Database Software or otherwise in connection with this EULA.

11. CONTENT DISCLAIMER: You understand and agree that the information within the Licensed Database Software is meant for basic informational, or educational purposes only. It is not intended to serve as medical advice or to be used for diagnosing or treating a disease. This database program does not substitute for your need to research carefully the use of herbs for medical conditions personal or otherwise and to consult a medical professional. Bountiful Herbs, its respective successors and assigns, officers, directors, members, employees, agents, licensors, representatives, advertisers, business and promotional partners, operational service providers, are not responsible and are waived of any liability for the use of this database in the care of patient and personal health. Users of the licensed Database Software are advised to consult with a physician before making any decisions concerning their or others' health.

12. INDEMNIFICATION: You agree to defend Bountiful Herbs, its respective successors and assigns, officers, directors, members, employees, agents, licensors, representatives, advertisers, business and promotional partners, operational service providers, (the "Bountiful Herbs Indemnified Parties") against any and all claims, demands and actions and indemnify and hold the Bountiful Herbs Indemnified Parties harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees), resulting from any breach or violation of this EULA, infringement, misappropriation or any violation of the rights of any other party, violation or noncompliance with any law or regulation, the breach or violation of any term or condition of your Agreement with us, any use, alteration or export of the Licensed Database Software or otherwise in connection with this EULA. Bountiful Herbs reserves the right to assume, at our expense, the exclusive defense and control of any claims or actions and all negotiations for settlement or compromise, and you agree to fully cooperate with us upon our request.

13. CONSTRUCTION: Any headings and subheadings in the EULA are for convenience only and will not affect the meaning of the provisions of this EULA.

14. NOTICES: Any notices required under this EULA will be delivered via email, mail or fax.

15. WAIVER: Failure to enforce a provision of this EULA will not constitute a waiver in

whole or in part of the EULA.

16. SEVERABILITY: If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

17. MODIFICATIONS. Bountiful Herbs reserves the right and upon notice to you may add to, modify, or change the terms and conditions in this EULA at any time; your continued use of the Licensed Database Software after such notice has been given acts as consent by you to the addition, modification or change in the terms and conditions of this EULA.

18. ARBITRATION: If a dispute arises out of or relates to this agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

Any dispute arising out of or relating to this agreement or the breach thereof, that cannot be resolved by mediation within thirty (30) days will be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators will be conducted in the English language in Arizona, in accordance with the United States Arbitration Act. There will be three arbitrators, named in accordance with such rules.

19. GOVERNING LAW AND INTERPRETATION: This EULA and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Arizona.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND IT, ACKNOWLEDGE YOU ARE BOUND BY IT AND AGREE TO FULLY COMPLY WITH ALL OF ITS TERMS AND CONDITIONS.