

Curator by InterWorks
End User License Agreement

This End User License Agreement (“Agreement”) is between InterWorks, Inc. (“InterWorks”) and the customer (individual or entity) that has downloaded or otherwise procured the Curator by InterWorks software for use as an end user (“User”). This Agreement applies only to the Curator by InterWorks software. This Agreement was last updated on January 1, 2024, and is effective as of the date they are accepted by the Customer.

1. Definitions. For the purposes of this Agreement: (a) “License Term” is that term of the License specified on the ordering document and may be a fixed term or perpetual. (b) “Ordering Document” means the order form approved by InterWorks specifying User’s order of the License and references this Agreement. Each Ordering Document shall be deemed a part of this Agreement. (c) “Site” is a unique instance or URL on which the Software may operate, provided that the total number of Sites operating the Software does not exceed the permitted number of Sites identified on the ordering document. (d) “Software” means the proprietary software product provided in connection with this Agreement in object code form, and includes any updates, new versions, and support and maintenance services provided to User under this Agreement.
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5. Confidential Information. Each party will hold Confidential Information in strict confidence, only use it in relation to this Agreement, and not disclose it to others. Each party will take all action reasonably necessary to protect the Confidential Information including at least any efforts each party uses to protect its own most sensitive information. Each party will only disclose Confidential Information to its personnel as needed in relation to the Services, and such personnel will be bound by written restrictions at least as protective of the Confidential Information as this Agreement. “Confidential Information” means any information regarding a party that such party considers confidential and regularly protects from public disclosure and has been identified as confidential or would be understood as confidential by a reasonable person under the circumstances. Confidential Information will not include information that was previously known to the receiving party, becomes public through no fault of the receiving party, or that the disclosing party regularly gives to third parties without any confidentiality restriction.
6. Limited Warranty. InterWorks warrants that for a period of thirty (30) days from installation, the Software will provide the features and functions generally described in the product specifications at curator.interworks.com at the time of purchase and in the product documentation. InterWorks does not warrant that the Software or User’s ability to use it will be uninterrupted or error-free. User’s exclusive remedy under the above limited warranty shall

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10. General. (a) This Agreement will be governed by the laws of the State of Oklahoma, without regard to choice or conflicts of law rules. (b) Either party's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of this Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. (c) The exercise by a party of any of its remedies under this Agreement will be without prejudice to its other remedies under the Agreement or available at law or in equity. (d) User agrees that InterWorks may disclose User as a customer of InterWorks and use User's name and logo in online and print promotional materials. (e) Neither party has received or been offered an illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.