

vBSEO™- End User License Agreement (EULA)

Crawlability, Inc.

vBSEO™ - vBulletin™ Search Engine Optimization Plugin

End User License Agreement - EULA (Versions 2.x and 3.x)

NOTE: Crawlability, Inc. is in no way affiliated with Jelsoft Enterprises Limited, author of vBulletin™

Please read this entire license agreement fully before using vBSEO™. This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Crawlability, Inc., developers of vBSEO™. This agreement covers all versions of vBSEO™. The current version as of March 20, 2007 is **vBSEO™ 3.0.0 Gold**.

By installing and/or using vBSEO™, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this EULA, you may not use vBSEO™.

LICENSE

Subject to the provisions set forth in this agreement, Crawlability, Inc. (Crawlability) grants you a non-exclusive license to use vBSEO™ on one installation of a licensed copy of vBulletin™, accessible by one web domain. NOTE: vBulletin™ is web forums software and a registered trademark of Jelsoft Enterprises Limited.

TERM

- vBSEO™ is offered under an annual licensing basis, valid from the date of paid registration and expiring 365 days later. All upgrades provided by Crawlability during the period of registration are free. In the event that an annual license expires prior to renewal, the software will remain functional, but access to further upgrades and ticket system support will be disallowed. There is an additional fee for access to upgrades. Since access to upgrades expire only, the vBSEO™ license is referred to as a lifetime license.
- Technical support for vBSEO™ is provided via the vBSEO™ forums located at <http://www.vbseo.com> and via the support ticketing system at <http://www.vbseo.com/support/>. For expired vBSEO™ licenses, unofficial support will be provided via the vBSEO™ forums only. Access to the support ticketing system is provided for non-expired/upgraded licenses only. Crawlability reserves the right to deprecate older versions of vBSEO™ or other software, which may require a user to upgrade to the latest non-deprecated version in order to receive continued support.

USE

You are entitled to install vBSEO™ with other modifications, extensions, hacks, or plugins available for vBulletin™. However, while



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Crawlability attempts to ensure that vBSEO™ is compatible with all major vBulletin™ "hacks", it is not responsible for conflicts that arise when an incompatible hack is installed along with vBSEO™.

You are NOT entitled to:

- Allow others to use vBSEO™ unless they comply with the terms of this agreement, have paid the licensing fee, are contracting you for support services.
- Reverse engineer or create derivative works based on vBSEO™'s feature set or implementation structure.
- Modify and/or remove any copyright notices or labels that vBSEO™ places on each page of your vBulletin™ forums without permission.
- Re-distribute vBSEO™ without the express written permission of Crawlability, Inc under a commercial agreement.
- Re-distribute any component of vBSEO™ including programming files, scripts, libraries, or templates or any kind used in the development of vBSEO™ without permission.
- Use the vBSEO™ version in more than one licensed installation of vBulletin™ unless vBSEO™ is licensed separately for each installation.
- Install more than one copy of vBSEO™ on a single forum or website. Each installation of vBSEO™ requires a separately purchased license. This restriction applies regardless of the intended usage of vBSEO™.
- Use any vBSEO™ trademarks including the terms "LinkBack", "RefBack", and other feature labels unless credit is given to Crawlability, Inc. as the owner of these trademarks.

ANTI-PIRACY AND EULA VIOLATIONS

Crawlability, Inc. reserves the right to include mechanisms for the detection of the vBSEO™ software piracy and/or general EULA violations. These mechanisms may include the transmission of data from your server to Crawlability, Inc. servers that identify your unique vBSEO™ license key and forum URL information. Note: NO ADDITIONAL DATA other than what is required to validate your vBSEO™ license or provide support will be transmitted.

Forums found to be running unauthorized copies of vBSEO™ will be flagged for review. Anyone violating the vBSEO™ Acceptable Usage Policy or general EULA terms, will be contacted and requested to uninstall vBSEO™ immediately. Those who do not comply will be subject to legal action as outlined in this agreement in order to resolve the violation of terms and/or illegal actions. Crawlability, Inc. will seek damages of not less than \$5000.00 per license violation to cover the cost of piracy detection, enforcement, and legal fees.

ACCEPTABLE USAGE POLICY:

You may NOT use the software on any website that contains the following information:



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- Violent content, racial intolerance, or advocacy against any individual, group, or organization
- Support or encouragement of terrorism
- Pornography, adult, or mature content
- Illegal hacking/cracking content
- Promotion or facilitation of piracy of intellectual property including software, digital audio, and/or video, etc.
- Illicit drugs and drug paraphernalia
- Illegal sales or promotion of weapons or ammunition (e.g., firearms, fighting knives, stun guns)
- Illegal sales or promotion of tobacco or tobacco-related products
- Illegal sales or promotion of prescription drugs
- Illegal sales or promotion of products that are replicas or imitations of designer goods
- Any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others
- Excessive profanity

Review and interpretation of the above criteria is at the sole discretion of authorized representatives of Crawlability, Inc.

DISCLAIMER OF WARRANTY

vBSEO™ and any related documentation is provided "AS IS", without warranty of any kind, either express or implied, including and without limitation the warranties of merchantability, suitability for a particular purpose, and non-infringement. The entire risk as to the quality and performance of vBSEO™ is the responsibility of the licensee. If vBSEO™ is found to contain defects (a natural occurrence in the software development life cycle), the licensee and NOT Crawlability, Inc. assume the entire cost of service and repair. vBSEO™'s security mechanisms rely upon 3rd party technology and have inherent limitations. It is your responsibility to ensure that vBSEO™ meets your requirements and is compatible with your vBulletin™ installation including any other installed software or components of your web hosting or server environment. This disclaimer of warranty constitutes an essential part of this license agreement.

In no event shall Crawlability, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Crawlability, Inc. has been advised of the possibility of such damages.

TITLE

Title, ownership rights, and intellectual property rights for vBSEO™ shall remain with Crawlability, Inc. The Software is protected by International copyright laws and treaties. Title and related rights in the content generated through vBSEO™ are the property of the applicable content owner and may be protected by applicable law. This license gives Crawlability no rights to such content.



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TERMINATION

This license agreement will terminate automatically upon failure to comply with the limitations described herein or on written notice from an authorized representative of Crawlability, Inc. On termination, you must destroy all copies of vBSEO™ and related documentation or materials within 24 hours. Termination of the license due to noncompliance will NOT result in any refunds of license fees.

MISCELLANEOUS

- Crawlability reserves the right to change the terms of this license agreement at any time. Failure to receive notification of a change does not make those changes invalid. A current copy of this license agreement will be available on the Crawlability (www.crawlability.com) and/or vBSEO (www.vbseo.com) websites at all times. See <http://www.crawlability.com/vbseo/license/>.
- Technical support will not be provided for 3rd party modifications to vBulletin™ that are found to be incompatible with vBSEO™ although Crawlability, Inc. encourages reporting of such issues on the vBSEO™ forums so that the development team may consider them as potential future upgrades.

vBSEO™ COPYRIGHT NOTICES

vBSEO™ copyright notices may NOT be removed under any circumstance. Removal of the vBSEO™ copyright notice without express written permission will result in the termination of this license agreement in which case you must delete vBSEO™ from your website within 24 hours. Termination of the license due to noncompliance will not result in any refunds of license fees.

GOVERNING LAW

This agreement shall be governed by the Laws of the USA Territory of Puerto Rico and the Laws of the United States of America. Any action in regard to this license agreement or arising out of its terms and conditions shall be instituted and litigated in Puerto Rico. Each of the parties consents to jurisdiction in such Court and agrees that service of process as provided by the states and rules of civil procedures of the United States Territory of Puerto Rico shall be sufficient. (FTB)

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For questions, write to the above address, email legal@crawlability.com, or call 1-866-558-3653.

