



SOFTWARE LICENSE AGREEMENT FOR THE HUBBARD PROFESSIONAL MARK ULTRA VIII E-METER PASTORAL COUNSELING DEVICE

This Software License Agreement ("Agreement") is made and effective this _____ [date] by and between Church of Scientology International ("CSI") and _____ [print name] ("Licensee"). CSI licenses the Mark Ultra VIII E-Meter software program (the "Software") to qualified owners of the Mark Ultra VIII E-Meter. Licensee is purchasing a Mark Ultra VIII E-Meter with the serial number _____ (the "E-Meter") and desires to use a copy of the Software in connection with Licensee's use of the E-Meter as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CSI and Licensee agree as follows:

1. LICENSE

CSI hereby grants to Licensee a nonexclusive, limited, nontransferable, nonassignable license, without right of sublicense (the "License"), to use the Software solely in connection with Licensee's authorized use of the E-Meter as set forth in this Agreement, in standards, manuals and requirements provided by or for CSI from time to time, and the Purchase Agreement for the E-Meter (the "Purchase Agreement"). This grant is subject to termination as provided below.

2. **CONDITIONS OF USE**

I understand that it is a condition to my use of the Software, and I hereby represent, warrant and covenant that I am and during the term of this Agreement, as the same may be extended, an auditor, an auditor in-training or otherwise authorized by the Scientology Scripture to use the Software and am in good standing with the Church, and my certificates are currently in effect. I understand that the E-Meter is a religious instrument for use according to the Scientology Scripture as a guide to Scientology ministers to assist parishioners in locating areas of spiritual distress or travail. I understand that these conditions of use and the following restrictions on use and transfer imposed by CSI are necessary to ensure the E-Meter is used only in the context of the practice of the Scientology religion and in conformance with the Scientology Scripture.

3. **RESTRICTIONS ON USE AND TRANSFER**

This License is personal to Licensee, is nontransferable, nonassignable and Licensee cannot sell, give, sublicense or otherwise transfer in any way the Software (or any rights in the Software) to anyone else without the prior written consent of CSI, which may be granted or withheld in CSI's sole discretion. Licensee cannot utilize the Software except in connection with Licensee's authorized use of the E-Meter and in compliance with all instructions, manuals and statements relating to the E-Meter. Licensee also cannot modify, copy, duplicate, reproduce, reverse engineer the Software in any way or attempt to remove it from the E-Meter.

4. **WARRANTY**

A. For a period of one year following registration by Licensee as provided in paragraph 6 below (the "Warranty Period"), CSI warrants that the Software shall perform in all material respects according to CSI's specifications concerning the Software. In the event the Software fails to so perform Licensee must promptly notify CSI and return the E-Meter to CSI or CSI's designee at Licensee's expense. Licensee's SOLE REMEDY shall be that CSI shall correct or replace (at CSI's discretion) the Software so that it operates according to the warranty. This warranty shall not apply if the Software has been used improperly or in an operating environment not approved by CSI or if the E-Meter casing has been opened.

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B. This is the EXCLUSIVE WARRANTY provided to Licensee with respect to the Software. CSI makes no other warranties.

5. SOFTWARE MAINTENANCE

During the Warranty Period, CSI shall provide to Licensee any corrected version of the Software as created by CSI and made generally available to all licensees of the Software. Such corrected Software shall not include any substantially new or rewritten version of the Software.

6. REGISTRATION AND TERM

The License shall have a term of one year commencing upon Licensee's registration of the E-Meter and Software with CSI pursuant to instructions provided by CSI from time to time. At the end of the initial term, Licensee may apply to renew the License by application to CSI, at which time Licensee will be required to (a) obtain updates, if any, to the Software, (b) verify that the Software is operating in accordance with specifications, (c) certify that the Software is being used in accordance with this Agreement and any other requirements of CSI, and (d) take such other steps to renew this License as may be required by CSI at the time of renewal. CSI has the discretion not to renew the License for any reason, including, but not limited to, Licensee's breach of any of the terms of this Agreement or the Purchase Agreement, including violating any of the conditions to Licensee's use of the Software set forth in paragraph 2 above.

7. LIMITATION OF LIABILITY

CSI'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE OF THE E-METER, REGARDLESS OF WHETHER ANY CLAIM MADE IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

8. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9. NO ASSIGNMENT

This License is personal to Licensee and neither this License nor any interest in it may be assigned by Licensee to anyone else without the prior express written approval of CSI.

10. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this License will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. TERMINATION

CSI may terminate this Agreement if Licensee breaches or fails to comply with any provision of this License or Licensee's Purchase Agreement and Covenant of Use for the E-Meter, including any attempt by Licensee to transfer the E-Meter or Licensee's rights under the License.

12. VALIDITY

This License Agreement is valid without CSI's signature. It becomes effective upon the Licensee's signature and possession of the Mark Ultra VIII E-Meter.

Signature of Licensee _____

Print Licensee's Name _____

Print Licensee's Address _____

Licensee's Telephone Number _____

Licensee's E-mail Address _____



PURCHASE AGREEMENT AND COVENANT OF RELIGIOUS USE

I execute this PURCHASE AGREEMENT AND COVENANT OF RELIGIOUS USE ("Covenant") on _____, 20____, as a mandatory condition imposed by my Church of Scientology of _____ (the "Church") for both my purchase and my continuing use of the Mark Ultra VIII E-Meter Pastoral Counseling Instrument (the "E-Meter") and to attest to the following representations and promises:

1. The E-Meter is a religious artifact, the only purpose and sole use of which is religious. As required by Scientology Scripture and federal law, the E-Meter may be used only in the ministry of Scientology religious counseling.
2. For this reason the E-Meter can be used only by those authorized by the Scientology Scripture, all auditors or auditors in-training whose certificates are in effect and who are in good standing with the Church, and only as a guide to Scientology ministers to assist parishioners in locating areas of spiritual distress or travail.

3. Church of Scientology International ("CSI"), the "Mother Church" of the Scientology religion, is responsible for interpreting specific applications of Scientology Scripture with respect to specific ecclesiastical matters, including the ministry of Scientology religious services. For this reason CSI is the sole arbiter of whether a particular use of the E-Meter is in accordance with the Scientology Scripture and whether a particular individual is an authorized user of the E-Meter under Scientology Scripture.
4. The E-Meter is fully protected under all applicable patent, trademark and copyright laws. I understand that the E-Meter will work only in connection with the authorized use of the software licensed to me pursuant to the Software License Agreement that I am entering into in connection with my purchase of the E-Meter.
5. I represent that I am qualified to use the E-Meter because I am an auditor, an auditor in-training or otherwise authorized by the Scientology Scripture to use the E-Meter and am in good standing with the Church, and that my certificates are currently in effect.
6. In exchange for the privilege of purchasing and using the E-Meter in my religious practice, I further agree and promise to abide by the following restrictions on its use:
 - (a) I will always use the E-Meter in strict conformance with Scientology Scripture and only for the ministry of Scientology religious services as specifically authorized by Scientology Scripture.
 - (b) I will abide by all of CSI's policies, issues, bulletins, determinations and other pronouncements concerning whether a particular use of the E-Meter is in accordance with Scientology Scripture and whether a particular individual is an authorized user of the E-Meter under Scientology Scripture.
 - (c) I will never intentionally, negligently, or mistakenly do anything that would allow any other person to use the E-Meter who is not authorized to use it per the requirements of this Covenant.

- (d) I will never state that the E-Meter is medically or scientifically useful for the diagnosis, treatment or prevention of any disease.
 - (e) I will never copy, attempt to copy, duplicate or attempt to duplicate, reverse engineer or attempt to reverse engineer any aspect, program or other feature of the E-Meter and will never allow anyone else to do so.
 - (f) If at any time I become unqualified to make authorized use of the E-Meter, I will immediately stop all use of the E-Meter and return it to the Church or such other Church of Scientology as the Church may designate. I will no longer qualify to make authorized use of the E-Meter if (i) I am notified that my certificates are cancelled, (ii) I am declared to be no longer in good standing with the Church, (iii) the Church notifies me that I have violated my continuing obligations concerning the proper and authorized use of the software licensed to me under the Software License Agreement, including any attempt to transfer the software or any rights in the software, except as expressly permitted by the Software License Agreement. Upon such return of the E-Meter I understand that I will be entitled to receive a refund of what I paid for the E-Meter, subject to appropriate reduction if the E-Meter is damaged beyond ordinary wear and tear.
 - (g) If I ever desire to transfer possession of the E-Meter to any other qualified person, I must first notify the Church and receive prior written authorization before doing so. The Church will grant such authorization only if (i) the new user is in good standing with the Church and his or her certificates are effective, (ii) the Church in its sole discretion determines to its satisfaction that the proposed new user is qualified to make authorized use of the E-Meter, and (iii) the proposed new user signs a Purchase Agreement and Covenant of Religious Use with substantive terms and conditions identical to those in this Covenant.
7. I understand that the representations and promises that I have made in this Covenant are for the benefit of not just the Church but also for the religion of Scientology in general, including CSI.

8. I understand that my promises in this Covenant concerning my use of the E-Meter and promise to return it to the Church if I ever become an unqualified user, are material conditions of this Covenant and that without them the Church would not allow me to purchase or make use of the E-Meter. I hereby purchase and the Church hereby sells the E-Meter specifically on the basis of these promises and solely in accordance with the terms and conditions set forth in this Covenant. The Church and CSI retain the perpetual right unilaterally to recover the E-Meter from me at any time I am unqualified to make authorized use of it.
9. This Covenant shall be construed and enforced in accordance with the laws of the State of California.
10. In the event any provision of this Covenant may be declared void or otherwise unenforceable under applicable law, then the other provisions shall remain in full force and effect to the maximum extent permitted by law.
11. I represent that I have carefully read this Covenant, understand fully all of its terms and conditions and enter into it freely and willingly.

Serial Number: _____

Signature: _____

Print Name: _____

Print Address: _____

Telephone Number: _____

E-mail Address: _____

Accepted by the Church of Scientology of _____

Signature: _____