



Software License & Service Agreement

This Software Lease License Agreement ("Agreement") is made and effective this ____ day of ____ 2010 by and between **Software Group Inc.**, PO Box 1621, Columbia, MO 65205-1620 ("**Developer**") and

 ("**Licensee**")

Developer has developed and licenses to **Users** its software program **AlphaPawn.net**[®] (the "Software"), and **Licensee** desires to utilize a copy of the Software. This Software product is for a **Single User License**, **Single Site/Multiple Workstation License**, **Multiple Site License (Check Only One)**.

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

- 1. Scope of License.** The **AlphaPawn.net**[®] Software is licensed not sold. This agreement only gives you some rights to use the software. Software Group Inc reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not: work around any technical limitations in the software; reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation; publish the software for others to copy; rent, lease or lend the software. The Licensee gives the Developer the right to mine their data for the purpose of helping the industry price their inventory. The license will continue for as long as the Licensee continues the Monthly/Yearly Service & Maintenance Fee, IAW paragraphs 4.
- 2. For Multiple Workstations/Multiple Work Site Licenses and/or Nightly Backups.** This license is for ____ Work Stations at one Work Site(s). The Service & Maintenance Fee for these Workstations and/or Work Sites is a total of \$____ per month, and is included in Paragraph 4. The additional monthly fee for off-site nightly data backup is \$ _____ (included in Para 4 below).
- 3. Hardware.** Hardware **IS** **IS NOT** included in this contract. Licensee takes full responsibility for obtaining supported Hardware. All "Hardware" (computers, Point of Sale, etc), sold with the Software is described in the attached INVOICE if applicable. All Hardware must be prepaid before delivery, and Licensee understands that Hardware Warranty service must be obtained from the hardware manufacturer. INVOICE Attached? **YES** **NO**. Additional fees will apply for programming unsupported hardware. A \$10 monthly fee will be automatically be added for each driver's license scanner added to the program.
- 4. Payment.** In consideration of the grant of the license to use the Software, Licensee agrees to pay Developer: a License fee of \$_____ for **One** Site(s); a Conversion Fee of \$ ____; *and a two year Service & Maintenance Fee of \$_____ per month, beginning _____ and payable date/monthly in 24 equal payments of \$_____.* This agreement automatically renews without notification. The service and maintenance fee will increase automatically without a new or a change in the contract when additional stations are added. It is the Licensee's responsibility to notify the Developer of any reduction in work stations. The Developer will not be responsible to refund any monthly fees without a written thirty day notification. A new contract must be written per additional work sites. Deposit of \$ \$_____ **IS** **IS NOT** to be made prior to activating the Software. The License Agreement includes all applicable software License fees and other fees (except for the Service & Maintenance Fee). **Please select the following full License fee payment option: Check or Credit Card. This contract is not complete without "A Bank Draft (ACH) or Credit Card Authorization Agreement" attached. Service and Maintenance Fee payment option: Annual Check attached ACH or Credit Card.**
- 5. Training.** Initial one hour set up and one hour remote training is included with **AlphaPawn.net**[®]. Additional training is available for an additional fee.
- 6. Technical Support and Product Upgrades.** **Software Group Inc** offers limited technical support and full product enhancement upgrades as long as the Service & Maintenance Fee is current (Licensee has a valid User License). Enhancement upgrades shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software, or that add additional capabilities or functionality to the Software. Hardware support is not included in this contract.



- 7. **Ownership of Changes/Improvements to the Software.** Any "recommendations or suggestions" to improve and/or change the Software, regardless of source, that are incorporated into the Software, become part of the Software and the property of the Developer. All improvements or changes will be done solely by the discretion of the Developer. Unaccepted requests, or delayed development of any feature or benefit by the Developer will not be an acceptable reason to cancel the contract, or return any fees to the licensee.
- 8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Missouri, and the parties to this agreement agree that jurisdiction and venue shall be in Boone County, Missouri.
- 9. **Warranty of Title/Functionality.** Developer hereby represents and warrants to Licensee that Developer is the owner of the Software and has the right to grant to Licensee the rights set forth in this Agreement. Developer further warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. The Developer will not be responsible to make unsupported hardware, or Licensee's other software, work with the Software. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer. Licensee's sole remedy shall be that the Developer shall correct the Software within a reasonable time frame so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer.
- 10. **Warranty Disclaimer.** DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. **Limitation of Liability.** Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, and product liability or otherwise. Monthly fees, customized development fees and conversion fees are non-refundable.
- 12. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.
- 13. **Termination.** There is no refund for the Alpha Pawn License. There is a three month penalty for early termination.
- 14. **Notice.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, recognized overnight delivery services, or FAX. If to Developer, send to: Software Group Inc, PO Box 1621, Columbia, MO 65205-1620, or FAX: 1-866-458-7598. If to Licensee, send to: _____

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License & Lease Agreement on the day and year first above written.

_____ (Signature/Initials)	/	_____ (Title)	/	_____ (Signature/Initials)	/	_____ (Title)
_____ (Printed Name)	/	_____ (Date)	/	_____ (Printed Name)	/	_____ (Date)
(Developer)				(Licensee)		