

## Software License Agreement

This Software License Agreement ("Agreement") is made and effective upon installation by and between Dantastic Technologies, VF Information, LLC and its partners ("Developer") and you the user.(Licensee)

Developer has developed and licenses to users its software program marketed under the name ProGFE for ProForm (the "Software").

Licensee desires to utilize a copy of the Software.

By clicking in the checkbox provided licensee will have agreed to be bound by the terms set forth below. Licensee understands that if this is a trial installation, the trial Software shall cease to operate 15 days after installation.

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

### 1. License.

a. After full payment is received by the Developer, the Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software as provided in the United States of America as set forth in this Agreement.

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Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; provided that Licensee may make one copy of the Software for backup or archival purposes.

### 3. Fee.

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the agreed upon license fee, set forth in accompanying documentation.

### 4. Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

### 5. Warranty of Functionality.

A. For a period of Thirty (30) days following delivery of the Software to Licensee (the "Warranty Period"), Developer 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. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software 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 Licensor.

B. In the event of any defect in the media upon which the Software is provided arising within ninety (90) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

## 6. Software Maintenance.

A. Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

B. Optional maintenance when and while available. After expiration of the Warranty Period, Licensee may continue to receive maintenance support for successive twelve (12) month periods. The charge for such optional maintenance support shall be Developer's regular list price for maintenance and support for the Software as published from time to time by Developer. Licensor shall notify Developer in writing if it desires to receive optional maintenance. If Licensee fails to take optional maintenance and later elects to receive it, Developer reserves the right to charge Licensee its maintenance fees for the period of the lapse in maintenance. Developer may elect to discontinue maintenance at any time upon notice to Licensee, and refund any then unearned maintenance fees.

## 7. Payment.

Payment of the license fee shall be made upon delivery of the Software. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount. The initial copy of the Software provided will be time limited, that limitation will be removed when the Developer receives payment for the Software.

## 8. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

## 9. 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. DEVELOPERS DO NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED.

## 10. 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, product liability or otherwise.

11. 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, or recognized overnight delivery services.

If to Developer:  
VF Information, LLC  
4718 W National RD  
Springfield, Ohio 45504

12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

13. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

14. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Severability.

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

16. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

17. Reverse Engineering

The licensee will not reverse engineer, decompile, disassemble, or otherwise break into the Software, or any portion thereof.

18. Compatibility

The Software is created for a specific SoftPro ProForm™ version. SoftPro may and likely will come out with future versions which may cause this software to become either partially or fully unusable. The Developer will attempt to provide updates for licensee's covered by the maintenance agreement as rapidly as possible, after receiving information from SoftPro on the new revisions.

19 Confidentiality

Acknowledgement. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of the Developer and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat, and take precautions to ensure that its employees treat the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

a. Maintenance of Confidential Information. Each party agrees to keep confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own. (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential

information as can be established to (a) have been known publicly; (b) have been known generally in the industry before communication by the disclosing party to the recipient; (c) have become know publicly, without the fault on the part of the recipient, subsequent to disclosure by the disclosing party; (d) have been know otherwise by the recipient before communication by the disclosing party; or (e) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

b. Injunctive Relief. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to the Developer the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Developer's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, Developer's shall be entitled to equitable relief to protect its interest therein, including, but not limited to, preliminary and permanent injunctive relief.

c. Survival. Licensee's obligations under this Confidentiality article will survive the termination of this Agreement or any license granted under this Agreement for whatever reason.

#### 20 Privacy

Developer shall retain certain information about you, which we will keep on file. The Software may at times send usage information to a central collections server. This information will be used for error corrections, as well as the development of new features. We will not sell or intentionally distribute your information to third parties without notice.

#### 21 Trial or Demo Software

a. The Trial License is good for 15 days on one (1) computer. After the Trial period ends, you must remove the software, or purchase a license.

b. You acknowledge that the Software trial has been provided to you free of charge for the trial period. You assume responsibility for the selection of the Software and for the proper installation, use and results obtained from use of the Software.

Client \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

VF Information, LLC

Date \_\_\_\_\_