

**LICENSE AGREEMENT
FOR WATSON & WALKER SOFTWARE**

This Agreement is between Watson & Walker, Inc., 7618 Sandalwood Way, Sarasota, FL 34231 ("Watson & Walker") and

("Customer").

1. License:

In exchange for paying license fees and applicable taxes arising under this Agreement ("Agreement"), Watson & Walker grants the Customer a nonassignable and nonexclusive license to use the Watson & Walker GoalTender software ("Software") for a period of one year and for additional one year periods, if renewed. All Software is the copyrighted property of Watson & Walker.

2. What Watson & Walker will do:

- A. Upon receipt of this signed agreement, Watson & Walker will send the Software to the Customer for use for one year.
- B. Watson & Walker will provide help to the Customer in solving specific problems of installation or use of the Software. Watson & Walker does not guarantee to solve every problem or correct every error.
- C. As the Software is updated, Watson & Walker will send updated copies to the Customer.
- D. Watson & Walker warrants that it has the right to license the Software to the Customer and that the Software will substantially conform to its published specifications. If it does not conform, Watson & Walker may choose to make it conform or to refund the current license fee paid by the customer. These warranties are in lieu of any other warranties, express or implied, including but not limited to any implied warranties of merchantability and/or fitness for a particular purpose.
- E. If any claims of copyright, patent, trade secret or other proprietary rights violations arise from the Customer's use of the most current versions of the Software provided to the Customer, the Customer agrees to notify Watson & Walker immediately in writing and to permit Watson & Walker to control any resulting litigation or settlement. If any such violation does occur and the Customer has complied with this Agreement, Watson & Walker will reimburse the Customer for any damages directly arising from that violation and finally awarded against the Customer.

3. What the Customer will do:

- A. The Customer will pay the license fees stated in Sections 3A(1) and 3A(2) within 30 days of receipt of an invoice from Watson & Walker, Inc.
 - 1) **The license fee for the first year is US\$2500. Upon receipt of the Software, Customer has a 45-day, no-obligation trial period to evaluate the product. If the Customer is not satisfied, Customer will remove the Software from Customer's system and communicate in writing that the Software has been removed. Having met these requirements, the Customer would have no further obligation and would owe nothing. If Watson & Walker does not receive written notification that the Software has been removed during the 45-day trial period, Customer will pay invoice as specified in 3(A).**
 - 2) The current license renewal fee for succeeding years is \$1575 per year. Watson & Walker may from time to time increase the license fee but such increased fee shall not exceed the license fee paid by Customer for the period immediately prior to such increase by more than five percent (5%). Invoices will be issued approximately 60 days prior to the annual expiration. Payment of the invoice constitutes a renewal of

this agreement. Non-payment constitutes cancellation of this agreement and Customer will remove the Software from Customer's system and communicate in writing that the Software has been removed.

- B. The Customer agrees not to disclose, or otherwise make available the Software, or any Software related information (including but not limited to disk or tape files, diagnostic information, test results, screen images, printed output, product manuals, etc.) to any person other than employees of Customer or consultants performing work for the Customer who have a need to have such knowledge for normal commercial use of the Software. The Customer will use all reasonable efforts to allow the Software to be used only on Customer-controlled hardware authorized under this Agreement or Customer-controlled back-up hardware, and only by Customer's employees, or consultants performing work for the Customer on the Customer's premises.
- C. Customer acknowledges that the Software is licensed for use only at the installation site set forth in Schedule A (GoalTender Order Form) attached hereto.
- D. The Customer will keep records of where the Software is used, designate technical support contact(s) and other information on the form(s) provided by Watson & Walker, and will explain the terms of this Agreement to those affected by it.
- E. If the customer believes the Software is being used in violation of this Agreement, Customer will promptly notify Watson & Walker in writing and cooperate in Watson & Walker's investigation and resolution of the situation.
- F. The Customer acknowledges that Software and its components are protected by copyright and that they constitute a valuable asset to Watson & Walker. The Customer will use its best efforts not to permit anyone having access to the Software to modify, reverse engineer, or decompile the Software; or to mask, modify, or suppress any copyright notices or other proprietary rights notices, or fail to properly label any authorized copy; or to timeshare, rent, resell or otherwise use the Software except as specifically permitted in this Agreement.
- G. The Customer further agrees to exercise, with respect to the Software or any information pertaining to the Software, the same care and discretion to avoid disclosure, publication or dissemination as the Customer uses with respect to similar information of its own which it does not desire to have copied, disclosed, published or disseminated.

4. General License Terms:

- A. Limitations of Liability:
 - 1. The Customer agrees that Watson & Walker's liability to the Customer based on the parties' agreement and/or use of the Software, excluding liability for copyright, patent, trade secret or other proprietary rights violations under section 2(E) of this Agreement, will not exceed the Customer's current-year license fee paid for the Software.
 - 2. The Customer agrees that Watson & Walker will not be liable for any lost profits or other consequential damages, even if Watson & Walker has been advised of the possibility of such damages.
 - 3. The Customer further agrees that Watson & Walker will not be liable for any claim or demand against the Customer by anyone else except for a claim of copyright, patent, trade secret or other proprietary rights violations under section 2(E) of the Agreement.
- B. The Customer's remedies as described in section 2(D) are exclusive.
- C. The Customer may make a non-supported copy of the Software to meet its security, installation, and restart and recovery needs. If the Customer's recovery needs include access by a disaster recovery contractor, that contractor's employees shall be considered the Customer's employees under this Agreement, and the Customer will remain responsible for any use of the Software in violation of this Agreement. The Customer will provide the name and address of the disaster recovery contractor to Watson & Walker before the Customer delivers a copy of the Software to the disaster recovery contractor.
- D. This agreement is governed by the laws of the United States and of Florida. If any part of this agreement is held to be unconscionable or otherwise invalid, that part will be omitted, but the balance will remain in full force and effect. Customer agrees to pay the reasonable costs and

attorney's fees of Watson and Walker whether for negotiation, trial, appellate proceedings, or other legal action necessary in the enforcement of this agreement.

- E. This Agreement, any supplements, and invoices arising under it constitute the complete and exclusive statement of the parties' agreement about the Software, which supersedes all prior communications relating to the subject matter of this Agreement. Additional or conflicting terms on any current or future Customer purchasing documents are rejected. This Agreement can be modified only in writing signed by both parties. Both Watson & Walker and the Customer have read this Agreement, understand it, and accept its terms.
- F. Watson & Walker, Inc. warrants that the Software meets the Year 2000 Compliance Standard and will record, store, and process and present calendar dates falling on or after January 1, 2000 in the same manner, and with the same functionality as the Software did on or before December 31, 1999. Watson & Walker's representative will consult with Customer's management as needed at no additional charge to ensure that the Software will lose no functionality with respect to the introduction of records containing dates falling on or after January 1, 2000 and to ensure that the Software will be interoperable, with respect to Year 2000 issues, with other Software used by Customer which may deliver records, receive records or interact with the Software in the course of processing data.

Accepted by:

Watson & Walker, Inc.

By (signature) _____

print _____

title _____

on _____

Customer.

By (signature) _____

print _____

title _____

on _____

