

Vision Computer Programming Services, Inc.

SOFTWARE and UPGRADE LICENSE AGREEMENT

Permission to use this work is granted by Vision Computer Programming Services, Inc. Vision Computer Programming Services, Inc. is not responsible for any damages, real, imagined or otherwise, including loss of information resulting from use of this work. Vision Computer Programming Services, Inc. is not responsible for any problems arising from the modification, addition or deletion of any object in this work. Vision will charge an hourly rate to correct any problems arising from the above or replace the work with the original program.

Any duplication made without written permission of the author is a violation of copyright and voids any warranty, express or implied, and rescinds any permissions granted for use. This work may not be copied or resold.

- 1. License. This Agreement grants you a single license to be used on one (1) or more computer systems within one (1) physical building.
- 2. Restrictions. You may not distribute copies of the Software to others (including sites outside your physical building or distribute on the Internet.) You may not house the program on one (1) computer with a terminal server and/or SQL and use it from other computers via the internet without proper licensing.
- 3. Warranty. Vision warrants that the software will perform in accordance with the accompanying materials. If the software does not perform as documented by the manual and/or Quick Tips Vision reserves the right to correct the problem through repair or replacement of the Software. If after attempting to repair or replace the software Vision is unable to correct the problem and it is within 30 days of the original purchase then Vision will refund the purchase price of the software only. Vision defines "problem" as a deficiency in the software written by Vision and not problems associated with data entry, hardware malfunctions, virus or other malicious software, networking issues or other issues beyond the control of Vision Computer Programming Services.
- 4. Annual Upgrade Agreement. Vision charges an Annual Upgrade Fee. The Annual Upgrade Fee allows your organization to receive all updates for the coming year for the Member Tracking System. It allows you to create your Annual Report for BGCA each year. It also allows for free technical support Monday through Friday from 9:00am to 7:00pm Eastern Time and outside of those hours by appointment only. This Annual Fee is optional; however, it is required in order to receive software updates. If the Annual Fee is not paid at the time it is due, and at a later date is paid, then the Fee will be due for the number of years that the fee was not paid.

5. LIMITED WARRANTY AND LIMITATION OF LIABILITY

a. Vision agrees to use its "best efforts" to provide the services required under this Agreement in a prompt manner, but in no event shall Vision be liable for any damages or liabilities, directly or indirectly caused by failure to properly provide any services under this Agreement, by length of down time, or temporary unavailability of personnel due to calls arriving prior to Customer's call.

- b. The Customer assumes full responsibility for backup of all programs and all data and any loss of program or data is not covered by this Agreement.
- c. EXCEPT FOR THE LIMITED WARRANTIES STATED ABOVE, VISION DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO THE SUBJECT MATTER HEREOF, THE SERVICES TO BE PROVIDED BY VISION AND ANY MATERIAL SUPPLIED BY VISION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- d. VISION SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY VISION PROGRAMS OR SERVICES PROVIDED BY VISION, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OF SERVICES, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT OR PROGRAMS, OR RELIANCE UPON ANY REPRESENTATIONS OR DEMONSTRATIONS BY VISION CONCERNING SUCH USE OR OPERATION, AND IN NO EVENT SHALL VISION BE LIABLE FOR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL VISIONS TOTAL LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY VISION FOR PRODUCTS OR SERVICES UNDER THIS AGREEMENT.
- e. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED OR DATE OF DELIVERY OF ANY PRODUCT OR SERVICE REFERRED TO IN THIS AGREEMENT.

801 2nd Street North, Suite A Safety Harbor, FL 34695 (888) 425-6964 e-mail: <u>email@visioncps.com</u> web site: <u>www.visioncps.com</u>