

# Software License Agreement

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**Rental** - You may not rent or lease the SOFTWARE PRODUCT.

**Software Transfer** - You may not permanently transfer all of your rights under this TSLA without the prior written consent of Trakker Software.

**Termination** - Without prejudice to any other rights, Trakker Software may terminate this TSLA if you fail to comply with the terms and conditions of this TSLA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

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- ii. SOFTWARE PRODUCT is not the sole or primary component of such Application Software;
- iii. You must give proper acknowledgment of the copyright of TRAKKER SOFTWARE;
- iv. Must not be used to create a software application that competes with or is intended to compete with, directly or indirectly, the SOFTWARE PRODUCT;
- v. The Application Software must add significant value to the SOFTWARE PRODUCT

All other uses that fall outside the scope of the TSLA must receive the prior written permission of Trakker Software.

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### 4. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Trakker Software or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely

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## **5. INJUNCTIVE RELIEF**

The parties agree that if you utilize or otherwise uses any of the Software Product in an unauthorized manner, or breach the remaining terms and conditions of this TSLA, that such use or breach would have a devastating and serious impact on Trakker Software's continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to Trakker Software. The parties agree that in such event, in addition to Trakker Software's right to recover damages for a breach of this TSLA, Trakker Software would be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction to prevent the You, your employees, agents, consultants, or independent contractors from engaging in any further use of the Software Product or the continued breach of the remaining terms and conditions of this TSLA.

## **6. DUAL-MEDIA SOFTWARE**

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

## **7. U.S. GOVERNMENT RESTRICTED RIGHTS**

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS.

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is:

Trakker Software Corporation

3185 Friar Tuck Way

Doraville, GA 30340 USA

## **8. MISCELLANEOUS**

This TSLA is governed by the laws of the State of Georgia, and the parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United States mail, postage prepaid. You waive any objection based on forum non conveniens and any objection to venue of any action instituted under this Agreement by Trakker Software in any jurisdiction.

Should you have any questions concerning this TSLA, or if you desire to contact Trakker Software for any reason, please write:

Trakker Software Corporation

3185 Friar Tuck Way

Doraville, GA 30340 USA

<http://www.trakkersoftware.com>

<http://www.trakkersoftware.us>

## **9. LIMITED WARRANTY**

Trakker Software warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

## **10. CUSTOMER REMEDIES**

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## **11. NO OTHER WARRANTIES**

To the maximum extent permitted by applicable law, Trakker Software and it's suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

## **12. NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

To the maximum extent permitted by applicable law, in no event shall Trakker Software or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or

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### **13. SURVIVAL**

The restrictions and obligations as contained in this TSLA which You have voluntarily agreed to shall survive any expiration, termination or cancellation of this TSLA , and shall continue and remain in effect for one year, said period commencing on the day and year first written above to bind You, and your employees, agents, successors, heirs and assigns.

### **14. INTEGRATION**

This TSLA sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between them.

### **15. AMENDMENTS**

Except as otherwise provided in this TSLA, this Agreement may not be amended, altered, or any of its provisions waived on behalf of ether party, except in writing executed by both parties' duly authorized agent.

### **16. ASSIGNABILITY**

This Agreement and the rights and duties under this Agreement may not be assigned by you without prior written consent of Trakker Software.

### **17. BENEFIT**

This TSLA shall be binding upon and inure to the benefit of Trakker Software and its successors and permitted assigns.

### **18. COUNTERPARTS**

This TSLA may be executed in one or more counterparts, each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

### **19. CAPTIONS**

Captions contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of the TSLA or intent of any provision in the TSLA.

### **20. SEVERABILITY**

If any provision of this TSLA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this TSLA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the TSLA to the other party.

## **21. AUTHORITY TO EXECUTE**

You warrant and represent to Trakker Software that this TSLA shall be binding upon You once executed, and that the individual executing this document is authorized or has been empowered to do so.