

## **ELITE SOFTWARE, INC. LICENSE AND PURCHASE AGREEMENT (TO CHANGE FROM SUBSCRIBER TO PURCHASER), (Rev. 11/2011)**

**THIS LICENSE AND PURCHASE AGREEMENT (the "Agreement")** is to induce Elite Software, Inc., hereinafter referred to as ELITE, to sell a software license to the undersigned and the undersigned, hereinafter referred to as LICENSEE, acknowledges and agrees to the following provisions:

1. **APPLICATION OF AGREEMENT.** This Agreement applies to the following: as of the date of this Agreement, the most recent release of **Elite Salon & Spa Management™** software program, without regard to the name under which said software program is marketed (the "Software Program"), and any and all modules and components of the Software Program, including, but not limited to, **Elite Salon & Spa Payroll™**, **Elite Configuration™**, and **Elite Network Administrator™** (the "Components and Modules") regardless of the release of the Components and Modules or the name under which the Components and Modules are marketed. The terms of this Agreement also apply to the Purchase Customer Security Device (the "PCSD") that must be connected to the back of the computer in order for the Software Program to function. The Software Program, the Components and Modules, and the PCSD shall be collectively referenced as the "Elite Property".
2. **TERMS OF USE.** LICENSEE has the non-exclusive right to use the Elite Property and its documentation. LICENSEE may only use the Elite Property on a single computer at any one time and may do so only via a user interface connected directly to said single computer and not in any manner over a network, regardless of whether said network is a wide area network (WAN) or a local area network (LAN). If LICENSEE desires to use the Elite Property on a network joining one server to one or more workstations, via the terminal services feature of any operating system, LICENSEE must purchase a separate network license. LICENSEE understands the Software Program requires the PCSD to be connected to the back of the computer for the Software Program to function. LICENSEE acknowledges the purpose of the PCSD is to assist ELITE in controlling the sale, distribution, and use of illegal copies of the Software Program. LICENSEE may NOT distribute copies of or documentation of the Elite Property to others. **THE ACTUAL SOFTWARE PROGRAM, COMPONENTS AND MODULES, AND PCSD REMAIN THE PROPERTY OF ELITE.** LICENSEE may not sell, lease, rent, or otherwise distribute the license to the Elite Property, including the manuals and documentation of same, to another person at any price. Although LICENSEE may make a backup copy of the Software Program and Components and Modules for LICENSEE's own use, LICENSEE is not allowed to make unlimited copies. It is illegal to make copies of the Software Program, or Components and Modules, except for backups exclusively for LICENSEE's use. The Software Program and Components and Modules are protected by the copyright laws pertaining to computer software. It is illegal to give copies of the Software Program, Components and Modules, or manuals and documentation of same to another person, or to duplicate the Software Program or Components and Modules by any other means, including electronic transmission. The Elite Property contains trade secrets and in order to protect such trade secrets LICENSEE may not decompile, reverse engineer, disassemble, or otherwise reduce the Elite Property to human-perceivable form. LICENSEE may not modify, adapt, translate, rent, lease, or create derivative works based upon the Elite Property or any part thereof.
3. **PCSD VALUE AND REPLACEMENT.** The PCSD is ELITE's property. The value of a non-network enabled PCSD is \$3,495.00. If LICENSEE no longer has possession of the PCSD, ELITE will replace the non-network enabled PCSD at the price of \$3,495.00. The value of a network enabled PCSD is established in the *Elite Software, Inc. Network License Purchase Agreement* and ELITE will replace a network enabled PCSD as set forth in said network license agreement.
4. **RELATIONSHIP.** The relationship between LICENSEE and ELITE will involve a series of steps:
  - (a) Initially, LICENSEE will purchase a license to use the Software Program, and, if applicable, certain Components and Modules, and provide this signed Agreement to ELITE. This Agreement can be faxed to ELITE at (352) 335-1300, or mailed to 3324 W. University Avenue, #130, Gainesville FL 32607.
  - (b) Once this Agreement is received and approved by ELITE, ELITE will ship the software package containing the Software Program, and/or certain Components and Modules plus a PCSD to the address provided by LICENSEE in this Agreement, unless LICENSEE has previously received such items from ELITE.
  - (c) LICENSEE may install the Software Program and Components and Modules to a computer and request a ten (10) day "grace" period allowing the Software Program to function until the PCSD is delivered. However, if LICENSEE, as a subscription customer, has previously received and installed a security device, LICENSEE shall contact ELITE to request ELITE reprogram LICENSEE's security device from a "monthly subscriber" to "purchaser" license.
  - (d) LICENSEE is considered an "Initial Purchase Customer" and has full, unlimited access to the Software Program during the five months following the date the software license was purchased. Prior to the end of this initial five-month period, LICENSEE will be prompted by the Software Program to contact a technician at ELITE. If no problems exist with LICENSEE's relationship with ELITE, a password will be given by ELITE to LICENSEE allowing LICENSEE to have full, unlimited access to the Software Program beyond the initial five-month period. Once this password is provided by ELITE, LICENSEE will be considered a "Final Purchase Customer."
5. **NO REFUNDS.** ALL payments by LICENSEE to ELITE are final and non-refundable.

6. **SOFTWARE RELEASE UPGRADES.**

(a) If LICENSEE:

- (i) pays for Basic Support on an annual or daily basis, pursuant to the *Elite Software, Inc. Purchase Customer Basic Support Agreement*; or
- (ii) elects not to enroll in a Basic Support plan;

then ELITE will provide, at no cost to LICENSEE, release upgrades released within the first six (6) months following the date this license to use the Software Program is first purchased by LICENSEE. After this initial six (6) month period, EACH release upgrade will be available to LICENSEE for a fee. LICENSEE may only upgrade to the most recent release of the Software Program, and no other release and LICENSEE must pay the applicable fee for EACH interim release upgrade produced by ELITE between the end of the initial six (6) month period following LICENSEE's purchase of this license and the release date of the most recent release of the Software Program.

(b) If LICENSEE is enrolled in ELITE's Monthly Basic Support program pursuant to the *Elite Software, Inc. Monthly Basic Support Agreement*, then

- (i) within the first six (6) months following the date this license to use the Software Program is first purchased by LICENSEE, ELITE will provide, at no cost to LICENSEE, release upgrades released during said six (6) month period.
- (ii) within the twenty-four (24) month period that begins on the first day of the first month after signing the *Elite Software, Inc. Monthly Basic Support Agreement*, ELITE will provide, at no cost to LICENSEE, any and all release upgrades released during said twenty-four (24) month period. After this twenty-four (24) month period, upgrades of the Software Program and Components and Modules shall be controlled by the provisions of Paragraph 6(a), hereof, unless PURCHASER re-enrolls in the Monthly Basic Support program for another twenty-four (24) month period.

7. **ADDITIONAL LICENSES FOR USE OF ELITE PROPERTY.** To purchase additional licenses to use the Elite Property, LICENSEE shall sign a separate *Elite Software, Inc. Additional License and Purchase Agreement* for EACH additional license for use of the Elite Property. ELITE reserves the right to limit additional licenses acquired by LICENSEE to only "purchase", and not "monthly subscription", licenses. After the initial six months of free Basic Support, as defined herein, if LICENSEE elects to renew Basic Support, LICENSEE must renew Basic Support for each and every license owned by LICENSEE. If LICENSEE owns multiple licenses, LICENSEE may not renew Basic Support for only one (1) license owned. LICENSEE must be affiliated with the locations where the Software Program is to be used in the same manner of LICENSEE's affiliation with the location where the Elite Property originally licensed to LICENSEE is used, AND all additional license agreements must be signed in exactly the same manner as found on this Agreement.

8. **CHANGES TO LICENSEE CONTACT INFORMATION.** Any changes to LICENSEE's name, mailing address, physical address where the Elite Property is used, the customer security password, or LICENSEE's telephone numbers during the course of this Agreement, shall be provided to ELITE by LICENSEE using the *Elite Software, Inc. Change in Customer Information Form* (located in the Help screen of the Software Program), or over the telephone to an ELITE representative when validated by LICENSEE with the customer security password.

9. **EXCHANGING OR REPAIRING THE PURCHASE CUSTOMER SECURITY DEVICE (THE "PCSD").** ELITE warrants the PCSD for the cost of parts and labor for a period of five (5) years from the date of this Agreement. If LICENSEE needs to return a PCSD to ELITE because it appears defective or damaged, or LICENSEE desires to exchange a PCSD for another PCSD, LICENSEE shall i) contact ELITE to request a return merchandise authorization ("RMA") number, ii) complete the *Purchase Customer Security Device Repair Order* form (located in the Help screen of the Software Program), iii) ship the PCSD, freight pre-paid by LICENSEE, with the RMA number clearly printed on the outside of shipping package, to the following address: Elite Software, Inc., 3324 W. University Ave., #130, Gainesville, FL 32607, U.S.A., and iv) prepay \$69.00 to be applied toward the "security device repair or exchange fee". LICENSEE agrees to ship the PCSD in a padded and well-sealed envelope via U.S. Certified Mail, or other reliable courier that provides written proof of delivery, insuring the PCSD with courier against loss or damage for the amount of \$3,495.00. If the PCSD is network enabled, then LICENSEE agrees to insure the PCSD with courier as set forth in the *Elite Software, Inc. Network License Purchase Agreement*. The "security device repair or exchange fee" of \$69.00 may change from time to time and any changes are posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>. ELITE will not accept any shipment not clearly displaying the RMA number on the outside of the package. Once received, ELITE will verify the PCSD is the PCSD initially furnished by ELITE to LICENSEE using the unique serial number embedded in the PCSD, and verify LICENSEE has prepaid the "security device repair or exchange fee". Upon verification, ELITE agrees to repair or exchange, and ship the PCSD back to LICENSEE free of charge, provided LICENSEE's business is located within the 48 contiguous states of the United States. If LICENSEE's business is in Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, or any country outside of the United States, LICENSEE agrees to pre-pay the shipping costs incurred in shipping the PCSD from ELITE to LICENSEE. **If the PCSD becomes defective AFTER five years from the date the license to use the Software Program was first purchased, LICENSEE must purchase a new PCSD at ELITE's prevailing price for such a device at that time. ELITE will replace a network enabled PCSD as set forth in the *Elite Software, Inc. Network License Purchase Agreement*.**

10. **LICENSE TRANSFER.** This Agreement is non-transferable and non-assignable by LICENSEE without the prior written consent of ELITE.

ELITE will consider approval of transfer of this license upon receipt of the following from LICENSEE: a) the *Request to Transfer Software License and Integrated License Agreement* signed by BOTH LICENSEE and the new licensee, and b) a non-refundable license transfer fee of \$200.00, plus payment of any outstanding balances. If the transfer is NOT approved by ELITE, LICENSEE shall remain the responsible party under this Agreement.

11. **INDEMNIFICATION OF ELITE FOR SHIPPING RELATED DAMAGE AND LOSSES.** LICENSEE expressly indemnifies and holds harmless ELITE for any and all losses occurring during shipping of items to or from ELITE.
12. **ELITE'S HOURS OF OPERATION.** Hours of operation for the **Sales Department** are Monday through Friday from 10:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Training Department** are Monday through Friday from 10:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Technical Support Department** are Monday through Friday from 9:00 a.m. to 6:00 p.m., Eastern Standard Time, excluding all holidays, and Saturday from 10:00 a.m. to 2:00 p.m., Eastern Standard Time, excluding all holidays. Hours of operation for the **Accounting Department** are Monday through Friday from 10:00 a.m. to 2:00 p.m., Eastern Standard Time, excluding all holidays. ELITE's hours of operation are subject to periodic change and these periodic changes will be posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>.
13. **INITIAL BASIC SUPPORT.** ELITE will provide to LICENSEE, from the date LICENSEE purchases this license to use the Software Program, six months of free *basic training and technical support*, ("Basic Support"), via the telephone. Thereafter, Basic Support may be purchased on an annual, monthly or daily basis. At the time of execution of this Agreement the annual rate is \$295.00 per each license owned by LICENSEE plus \$100.00 for every network license (per every five computers) owned by LICENSEE; the monthly rate is \$30.00 per each license owned by LICENSEE plus \$10.00 for every network license (per every five computers) owned by LICENSEE; and the daily rate is \$95.00 per each license owned by LICENSEE plus \$35.00 for every network license (per every five computers) owned by LICENSEE. Rates for Basic Support are subject to periodic change which will be posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>. In addition to a payment to cover the fee for Basic Support, if LICENSEE's business is located outside the United States, Puerto Rico or the U.S. Virgin Islands, LICENSEE shall pay all long distance charges at the rate charged by ELITE's long distance telephone company, plus any applicable taxes. Basic Support refers to the guidance provided by an ELITE representative to LICENSEE over the telephone. **Such guidance is limited to answering training questions or supporting technical issues regarding the Elite Property and assistance on "specialty hardware items" purchased from ELITE, and may include prescheduled one-hour training sessions.** If LICENSEE requires troubleshooting outside the scope of Basic Support such as the need for an ELITE representative to review LICENSEE's data or remotely accessing customer's database; or guidance in areas not related to the Elite Property or "specialty hardware items" purchased from ELITE, such as guidance on LICENSEE's actual computer hardware, the configuration of LICENSEE's computer's settings (changing the time or adding a new printer driver), or for the loss of network connections and configurations between LICENSEE's computers, LICENSEE must: a) contact LICENSEE's hardware vendor, b) hire a computer consultant, or, c) request *extended training or technical support* from ELITE, as outlined in Paragraph 14 of this Agreement. Note: Only "specialty hardware items" purchased from ELITE are guaranteed to be compatible with the Software Program.
14. **EXTENDED SUPPORT.** LICENSEE may request ELITE provide *extended training or technical support*, ("Extended Support"), via telephone which could involve assisting LICENSEE with converting LICENSEE's database files from a third-party software program into a database format recognized by the Elite Property; assisting LICENSEE with the Software Program's corrupted database files (as outlined in Paragraph 16 of this Agreement); reviewing LICENSEE's database files for training purposes; or assisting LICENSEE in areas not related to the Elite Property or not related to "specialty hardware items" purchased from Elite Software. Such Extended Support is available at a fee of \$150.00 per hour, limited to the hours of operation for the Training or Technical Support Departments outlined in Paragraph 12, hereof. For purposes of this paragraph, an hour is defined as any sixty-minute period, or portion thereof. The fee for Extended Support may change from time to time, and any changes are posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>. If LICENSEE should desire this advanced level of support, LICENSEE agrees to sign and return to ELITE the *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. However, regarding database files sent by LICENSEE to ELITE for conversion, corruption repair, or other diagnostic analysis, LICENSEE is required to pay a nonrefundable \$35 "diagnostic fee" for ELITE to review LICENSEE's data PRIOR to LICENSEE receiving any Extended Support. The diagnostic fee must be prepaid by check or credit card. If payment is made by credit card, LICENSEE agrees to sign and return to ELITE the *Elite Software, Inc. Credit Card Authorization for the Diagnostic Fee*. This diagnostic fee may change from time to time, and any changes are posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>. ELITE will determine if LICENSEE's database file can be converted or repaired and will provide LICENSEE with a report of its evaluation within twenty-four (24) hours of receipt of LICENSEE's database files and LICENSEE's payment of the diagnostic fee. If LICENSEE desires ELITE to proceed with converting or repairing database files, ELITE will provide such Extended Support once LICENSEE signs the *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. ELITE does not guarantee ELITE will be able to convert or repair LICENSEE's database files, and LICENSEE is responsible for all fees incurred whether ELITE is successful or not in its attempt to convert or repair LICENSEE's database file. Generally, depending on the level of data corruption or conversion, ELITE will convert or repair database files within seventy-two hours (72) hours of receipt of LICENSEE's signed *Elite Software, Inc. Credit Card Authorization for Extended Training or Technical Support*. Note: A rush fee of \$95 can be charged for Extended Support to be performed within twenty-four (24) hours. However, based on a particular situation and/or the level of data corruption or conversion, the rush fee option may not be available. If ELITE is unable to repair LICENSEE's data, LICENSEE may elect, at LICENSEE's sole option and cost, to retain the services of a third-party consultant, specializing in complex data recovery and repair, for the purpose of analyzing and repairing or converting the data submitted by LICENSEE. LICENSEE agrees any product rendered by the third-party consultant's data analysis may still require additional data conversion and analysis by ELITE, subject to the terms of this Paragraph. If LICENSEE elects to retain the services of a third-party consultant, LICENSEE shall first agree to the terms of and execute the

*Elite Software, Inc. Third-Party Consultant Retention Agreement*, the provisions of which shall control the relationship between ELITE, LICENSEE, and the third-party consultant. If LICENSEE desires **extended "on-site" training or technical support**, LICENSEE agrees to sign and return the *Elite Software, Inc. Extended 'On-site' Training or Technical Support Application and Agreement* to ELITE. **EXTENDED SUPPORT, AND EXTENDED "ON-SITE" TRAINING OR TECHNICAL SUPPORT, ARE NOT AVAILABLE UNLESS LICENSEE IS ELIGIBLE TO RECEIVE BASIC SUPPORT AS SET FORTH IN PARAGRAPH 13.**

15. **AFTER HOURS SUPPORT.** Technical support may be provided AFTER the normal office hours of ELITE's **Technical Support Department** and during holidays, at an additional fee of \$80.00 per incident per day. This after-hours rate may change from time to time and any changes are posted on Elite's web site -- <http://www.elitesoftware.com/tech/tech.htm>. **The "after hours" fee of \$80.00 per incident per day is final and non-refundable**, and must be paid before receiving "after hours" technical support. LICENSEE shall pay this fee each time before receiving "after hours" technical support. If LICENSEE requires such support, LICENSEE shall first have a valid credit card ready before calling, then contact ELITE to have a technician paged. If LICENSEE does not have a credit card or the card is declined, LICENSEE will not qualify for "after hours" technical support. It may take as long as one hour until LICENSEE's page is answered. Also, the moment a technician is paged, LICENSEE's credit card is billed the \$80.00 fee. LICENSEE is obligated to pay this fee even if: a) LICENSEE resolves the problem before the technician calls LICENSEE, b) the technician attempts to contact LICENSEE and encounters an answering machine or no answer, or c) LICENSEE is not satisfied with the assistance provided by the technician.
16. **DATA CORRUPTION.** Data corruption from within the Software Program and Elite Salon & Spa Payroll™ could occur at any moment, and LICENSEE agrees to indemnify and hold harmless ELITE from any liability for such data corruption. To minimize problems possibly arising from such corruption, LICENSEE shall perform daily backups of LICENSEE's data to external media such as external hard drives or USB flash drives, and shall perform such backups using a different drive or flash drive for each day of the week LICENSEE is open for business. If LICENSEE happens to encounter data corruption and has no valid backup, LICENSEE may send or transfer corrupted data to ELITE for repair purposes under the provisions as set forth in Paragraph 14 of the Agreement. If LICENSEE elects to retain a third-party consultant, as set forth in Paragraph 14, above, the provisions of Paragraph 14 and the *Elite Software, Inc. Third-Party Consultant Retention Agreement* shall control the relationship between ELITE, LICENSEE, and the third-party consultant.
17. **LIMITATIONS.** ELITE reserves the right to limit its obligations in Paragraphs 12, 13, 14, 15, and 16 herein, to provide technical support, training support, and/or data corruption support to LICENSEE in support of a specific release of the Elite Property to a period ending no earlier than three years from the date that software release upgrade is made available by ELITE to all customers. Notwithstanding any other provision herein, or any other obligation of ELITE set forth herein, or in any other agreement between ELITE and LICENSEE, ELITE will not provide support for any software release issued prior to release 6.1.x.
18. **THIRD-PARTY CONSULTANT.** ELITE will not be liable for any costs incurred as a result of LICENSEE, for any reason, employing the services of a third-party computer consultant or other technical personnel.
19. **SECURITY PASSWORD.** ELITE may choose NOT to provide support on confidential topics unless LICENSEE provides the "Customer Security Password" to ELITE (such as LICENSEE's mother's maiden name or the name of a pet). Note: The Customer Security Password is entered below by LICENSEE in the signature area of this agreement. An example of when an ELITE technician or trainer may require the customer security password from LICENSEE is when LICENSEE forgets a program password. If LICENSEE desires to change the Customer Security Password after this agreement is signed and accepted by ELITE, LICENSEE understands LICENSEE must complete, sign and return to ELITE an *Elite Software, Inc. Change in Customer Information Form*.
20. **USER MANUAL.** LICENSEE may view or print the user manuals from the program CD, and there is no charge for such electronic manuals.
21. **LIMITED WARRANTY.** With respect to the media on which the Software Program and Components and Modules are transmitted to LICENSEE (the "Software Media"), and the physical documentation, ELITE warrants these items will be free from defects in materials and workmanship, assuming normal use, for a period of thirty (30) days from the date of purchase of this license to use the Software Program. ELITE warrants the PCSD to be free from defects assuming normal use, for a period of five (5) years from the date of purchase of this license to use the Software Program. In the event of notification, within the warranty period, of defects in materials and workmanship, the defective Software Media or documentation will be replaced free of charge, and the PCSD will be repaired as set forth in Paragraph 9, hereof, so long as LICENSEE mails, freight pre-paid by LICENSEE, the defective material to ELITE along with a dated proof of purchase. The sole remedy for breach of this warranty is limited to replacement of the Software Media, documentation or PCSD. The PCSD warranty is more particularly set forth in Paragraph 9, hereof.

EXCEPT FOR THE ABOVE WARRANTY, THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES ARE PROVIDED "AS IS". THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES IS ASSUMED BY LICENSEE. NEITHER ELITE, NOR AGENTS OF ELITE, NOR THE CREATORS OF THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES, WARRANT OR GUARANTEE THE RESULT TO BE OBTAINED WITH THE SOFTWARE PROGRAM, AND COMPONENTS AND MODULES IN TERMS OF CORRECTNESS, RELIABILITY OR LEGALITY. THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ELITE OR ANY AGENT OF ELITE OR ANY CREATOR OF THIS SOFTWARE PROGRAM, AND

Please Initial Here: \_\_\_\_\_

COMPONENTS AND MODULES UNDER THE LIMITED WARRANTY SET FORTH ABOVE SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE PROGRAM SOFTWARE MEDIA AND RELATED SOFTWARE AND MATERIALS. IN NO EVENT SHALL ELITE, OR ANY AGENT OF ELITE, OR ANY CREATOR OF THIS SOFTWARE PROGRAM, AND COMPONENTS AND MODULES, BE LIABLE FOR ANY LOSS OF PROFITS OR ANY OTHER DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY, OR THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.

22. **THIRD PARTY PAYOR.** LICENSEE shall remain the financially responsible party under this Agreement, even if LICENSEE's financial obligations hereunder are being paid by a third party.
23. **WAIVER.** No act, delay, omission or course of dealing between LICENSEE and ELITE shall be a waiver of any of ELITE's rights or remedies under this agreement. A waiver by ELITE of any rights or remedies under the terms of this agreement or with respect to any obligation on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion. All rights and remedies of ELITE hereunder are cumulative and may be exercised singly or concurrently, and the exercise of any one or more of them will not be a waiver of any other.
24. **VENUE AND JURISDICTION.** Except in matters where exclusive subject matter jurisdiction is reserved in and to the federal courts, exclusive venue for any action arising from this Agreement shall lie in state court in Alachua County, Florida. If exclusive subject matter jurisdiction is reserved in and to federal courts, exclusive venue shall lie in the United States District Court, Northern District of Florida, Gainesville Division. In either case, LICENSEE waives all objections to the personal jurisdiction of said courts over LICENSEE in any such actions.
25. **ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS.** As additional consideration for ELITE agreeing to perform its obligations hereunder, LICENSEE shall and does waive any and all objections to the personal jurisdiction of the United States District Court, Northern District of Florida, Gainesville Division over LICENSEE, in any action to enforce its copyright, trademark, and/or patent rights against LICENSEE pursuant to any applicable provision of the federal laws, acts, and regulations of the United States, including, but not limited to the United States Code. Gainesville, Alachua County, Florida shall be the exclusive venue for bringing any such actions.
26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida applied to contracts entered into in the State of Florida to be performed in the State of Florida by Florida residents.
27. **COSTS OF LITIGATION.** In the event of any legal action and its subsequent appeals between ELITE and LICENSEE, arising from this Agreement, or otherwise, including, but not limited to any copyright, trademarks, or patent claims, ELITE shall be entitled to recover its reasonable legal fees including but not limited to attorney's fees incurred if ELITE prevails in said legal action and its subsequent appeals. All delinquent sums due pursuant to this Agreement, shall accrue interest at the rate of 1.5% per month.
28. **ASSIGNMENT.** This Agreement may be assigned by ELITE in which event ELITE shall be released from all duties and liabilities hereunder. LICENSEE shall not assign this Agreement to any other person or entity.
29. **MODIFICATION.** The terms of this Agreement may only be modified in writing signed by both parties, or by the terms of any subsequent modification by ELITE included in the printed or on-screen documentation accompanying any future releases of the Elite Property.
30. **INTERNATIONAL PROTECTION.** The intellectual property that is the subject of this license, including, but not limited to the Elite Property, is protected by US Copyright Laws and International Treaties, the violation of which may subject LICENSEE to liability for damages caused to ELITE by LICENSEE's violations.
31. **AUTHORITY TO BIND ENTITY.** If LICENSEE is a corporation, limited liability company (LLC), limited partnership, then the person executing this Agreement is authorized to bind LICENSEE to the terms hereof.
32. **EFFECTIVE DATE.** The terms of this Agreement shall become effective on the date this Agreement is executed by LICENSEE and subsequently accepted by ELITE.

Please Initial Here: \_\_\_\_\_

**FOLLOW THESE STEPS:**

- 1.) Please initial the top of EACH page of this agreement.
- 2.) Fill in the blanks below and sign this agreement.
- 3.) Indicate whether payment is to be made with check or credit card.
- 4.) Fax ALL pages of this form to (352) 335-1300. If you do not have a fax machine, please mail to:  
Elite Software, Inc., 3324 W. University Avenue, #130, Gainesville, FL 32607, U.S.A.

**THIS IS A LEGALLY BINDING AGREEMENT; PLEASE READ ALL PAGES. THIS AGREEMENT IS THE OBLIGATION OF THE LICENSEE NAMED BELOW:**

LICENSEE's\* Printed Name **\*IMPORTANT, PLEASE READ FIRST: If LICENSEE is a corporation or an entity other than an individual, then the name of that corporation or entity MUST be printed as LICENSEE.**

Signature of LICENSEE or LICENSEE's Agent

Printed Name of Person Signing  
(if NOT an individual or sole proprietor)

Title of Person Signing

Date

LICENSEE Address

City

State

Zip/Postal Code

Phone

Fax

E-mail address

LICENSEE listed above is a(n):    ☐ Individual/Sole Proprietorship    ☐ Limited Liability Company (LLC)  
   ☐ Limited Partnership    ☐ Corporation    ☐ General Partnership

LICENSEE provides the following "Customer Security Password" information for support purposes:

**(Select ONLY ONE option below)**

☐ What is your mother's maiden name? \_\_\_\_\_

☐ What is the name of the city you were born in? \_\_\_\_\_

☐ What are the last four digits of your social security number: \_\_\_\_\_

Please Initial Here: \_\_\_\_\_

**PAYMENT OPTIONS (select one)**

**[ ] CREDIT CARD PAYMENT**

I have read and agree to the above terms and conditions of this Agreement regarding the purchase of a license to use the Elite Salon & Spa Management™ Software Program. I hereby authorize Elite Software to charge my credit card for the purchase of a license to use the software program in the amount of \$\_\_\_\_\_ (\$3,495.00 for the purchase of the license minus any previously paid monthly subscription fees up to a limit of 3 months, plus applicable sales tax, and costs for shipping and handling). **I understand and agree all sales are final and non-refundable.**

Please charge my: \_\_\_VISA \_\_\_MasterCard \_\_\_Discover \_\_\_American Express

\_\_\_\_\_  
Credit Card Account Number

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
Credit Card Billing Address

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
V-Code

\_\_\_\_\_  
Name as it appears on the card

\_\_\_\_\_  
Signature of Cardholder

\_\_\_\_\_  
Date

**[ ] CHECK PAYMENT**

I have read and agree to the above terms and conditions regarding the purchase of a license to use the Elite Salon & Spa Management™ Software Program. I have decided to remit a payment in the amount of \$\_\_\_\_\_ (\$3,495.00 for the purchase of the license minus any previously paid monthly subscription fees up to a limit of 3 months, plus applicable sales tax, and costs for shipping and handling). My check is included with this order form.

\_\_\_\_\_  
Signature of Checking Account Holder

\_\_\_\_\_  
Date