

RUNSCORE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the date ("Effective Date") of purchase on the RunScore site, RunScore.com, (RUNSCORE SITE) by and between RunTime Software, LLC (RUNTIME SOFTWARE), with office at 3717 Wildwood Drive, Endwell, NY 13760 ("LICENSOR") and the licensing entity ("LICENSEE") as described at the time of purchase.

WHEREAS, Licensee wishes to license software for the purpose of managing races and RUNTIME SOFTWARE desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

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- a. Licensee shall pay the cost as shown on the site for software activation and first year support.
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If the licensee is a club, their Licensed Programs cannot be used by an individual or company to score and time a race for that individual's or company's profit.

6. TERM

The license granted hereunder shall continue unless and until terminated pursuant to Section 7 hereof and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

RUNTIME SOFTWARE may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from RUNTIME SOFTWARE.

8. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to RUNTIME SOFTWARE a certificate which certifies with respect to the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8, 11, and 13 hereof shall survive any termination of this Agreement.

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technical questions in the use of the Software during the 1st year of this Agreement, Licensee may submit those questions to Licensor. Licensor shall provide support to answer such questions without charge to Licensee. (iii) If Licensee desires to continue the support specified in this section or to purchase other support offerings from the Licensor, Licensee shall select and pay to Licensor the support fee for the appropriate offering as shown on the Licensor's site.

The License Programs monitor and report to RUNTIME SOFTWARE certain data elements about the races that are tracked with the RunScore software such as date and time of races, number of participants and the timing system used. Licensor monitors these data elements for the purpose of improving the support provided.

10. DELIVERY OF LICENSED PROGRAMS

The Licensed Programs can be downloaded from the RUNSCORE SITE for free. A prospective user can use the Licensed Programs for up to 30 days. During that time, the prospective user can pay the license fee. Once that fee is paid, the user will be provided a License Name and License Key which, when applied to the Licensed Programs, will make the Licensed Programs fully usable.

Once the License Fee is paid, the user can download updates from the RUNSCORE SITE for up to one year. After a year, the program can be continued to be used but no updates can be applied until the Update Fee is paid. Upon payment of the Update Fee, the user can continue to download updates for a year and will receive support for a year.

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15. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

16. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

17. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of New York. Broome County shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

18. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of RUNTIME SOFTWARE.

19. EXPORT REGULATIONS

Licensee understands that RUNTIME SOFTWARE may be subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with all applicable export regulations. Licensee agrees to indemnify and hold RUNTIME SOFTWARE harmless from any loss, damages, liability or expenses incurred by RUNTIME SOFTWARE as a result of Licensee's failure to comply with any export regulations or restrictions.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which are not part of this agreement.

In addition, each party represents and warrants that it has the necessary and full right, power and authority to enter into the agreement and to perform its obligations hereunder.