

## RUNSCORE SOFTWARE LICENSE AGREEMENT

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

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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.

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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.

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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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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

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