

ConTracker E Z – Order Form

SOLD TO:

SHIP TO: If different than "Sold To"

Company Name: _____

Company Address: _____

Company Phone: _____

Company Fax: _____

Company Website: _____

Company Contact: _____

ORDER INFORMATION:

| ITEM | Reg. Price | Credentialed Contractor* | Monthly Lease | Amount towards purchase | Annual License Renewal, Support, and Maintenance |
|--|-------------|--------------------------|---------------|-------------------------------------|--|
| ConTracker E Z Single User Lease Only Limited Edition vs 3 | \$ 1,495.00 | \$ 995.00 | \$ 100.00 | \$ 50.00 | \$ 99.00 |
| ConTracker E Z Standard Edition 3 | \$ 2,495.00 | \$ 1,995.00 | \$ 250.00 | \$ 200.00 | \$ 349.00 |
| ConTracker E Z Special Edition 3 | \$ 4,495.00 | \$ 3,995.00 | \$ 500.00 | \$ 400.00 | \$ 499.00 |
| ConTracker E Z Premium Edition 3 | \$ 8,495.00 | \$ 7,495.00 | N/A | N/A | |
| | | | | Version | |
| *CertainTeed, or Mule-Hide Credentialed Contractors | | | | Subtotal | |
| | | | | CT Residents add 6% Sales & Use Tax | |
| | | | | Total Amount | |

METHOD OF PAYMENT:

Visa
 Mastercard

Card # _____ C V V Code _____

Card Billing ZipCode _____ Exp. Date _____

Signature _____

ConTracker E Z Standard / Special Edition Software Lease License Agreement

This Software Lease License Agreement ("Agreement") is made and effective on _____ by and between **ConTractor Software Solutions, Inc P.O. Box 976, Tolland, CT 06084** ("**Developer**") and

(Enter Contractor Company Name, and address ("Licensee")).

Developer has developed and licenses to users its software program **ConTracker E Z** (the "Software"), and **Licensee** desires to utilize a copy of the Software. This Software product is for a
(Check one)

_____ **Single Site - 1 license Single Workstation License for Single User Edition**

_____ **Single Site - 3 licenses Multiple Workstation License for Standard Edition**

_____ **Single Site - 6 licenses Multiple Workstation License for Special Edition**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. Lease License. The **ConTracker E Z Estimating** Software and the accompanying materials are licensed, not sold, to **Licensee**. Developer hereby grants to Licensee, a non-exclusive, limited license to use the Software in the United States as set forth in this Agreement. The license will continue for as long as the Licensee continues the Monthly Lease Payments and Support Agreement IAW paragraphs 5.

2. For Multiple Workstations/Multiple Work Site Licenses.

(Check one)

_____ **Single User Edition** This license is for 1 Work Station.

The License Lease Fee for this Workstation is a total of \$ 100.00 per month

_____ **Standard Edition** This license is for 3 Work Stations.

The License Lease Fee for these Workstations is a total of \$ 250.00 per month.

_____ **Special Edition** This license is for 6 Work Stations.

The License Lease Fee for these Workstations is a total of \$ 500.00 per month.

3. Hardware. Hardware **IS NOT** included in this contract.

4. Restrictions. The Software and the accompanying materials are copyrighted and contain proprietary information. Licensee shall not modify, rent, lease, display, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer.

5. Payment. In consideration for the grant of the license (use of the Software), Licensee agrees to pay Developer a monthly fee of **(Check One)** _____ Lease Only Edition \$ 100.00 per month _____ Standard Edition \$ 250.00 per month, _____ Special Edition \$ 500.00 per month, beginning _____ **(today's date)** This payment is the total amount and includes all applicable software License fees. **Monthly payment will be made by Credit Card. Credit Card Authorization Agreement" IS Attached.**

6. Training. Key Person Online and online classroom training is included with **ConTracker E Z**.

Software Lease License Agreement contd

7. Warranty of Title/Functionality. Developer hereby represents and warrants to Licensee that Developer is the owner of the Software and has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer. Developer further warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer. In the event of any defect in the media upon which the Software is provided within 30 days of the date of delivery, upon return to Developer of the Software, Developer shall provide Licensee a new copy of the Software.

8. Technical Support and Product Upgrades. ConTracker E Z offers free technical support and product enhancement upgrades as long as the Lease Agreement is current (Licensee has a valid User License). Enhancement upgrades shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

9. Taxes. In addition to all other amounts due hereunder, Licensee shall also pay all amounts due for tax on the Software, and for sales, use, excise taxes or other taxes, which are measured directly by payments made by Licensee. In no event shall Developer be obligated to pay any tax on the income of the lease agreement.

10. Warranty Disclaimer. DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability. Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

12. Notice. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, recognized overnight delivery services, or FAX. If to Developer, send to: **ConTractor Software Solutions, Inc P.O. Box 976, Tolland, CT 06084, or FAX: 1-860-528- 5595.** If to Licensee, send to: _____
_____ Enter Contractor's Company Name, Address, and Contact Person for (Licensee)

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the US & the state of Connecticut.

14. Ownership of Changes/Improvements to the Software. Any "recommendations or suggestions" to improve and/or change the Software, regardless of source, that are incorporated into the Software, become the property of the Developer.

Software Lease License Agreement contd

15. No Assignment. Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

16. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

17. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

18. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

19. Termination. Within 30 days, there is a One Month Disconnect Fee. Contract may be converted at any time into a purchase agreement for Standard Edition and Special Edition Lease Options only (this does not apply to Lease Only Editions), **with (Check One)**

_____ **Single User Lease Only \$ 50.00 a month of each monthly payment credited to the licensee towards the purchase of ConTracker E Z only.**

_____ **Standard Edition \$ 200.00 a month of each monthly payment credited to the licensee towards the purchase of ConTracker E Z only.**

_____ **Special Edition \$ 400.00 a month of each monthly payment credited to the licensee towards the purchase of ConTracker E Z only.**

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

_____/_____
David R. Welch, President

_____/_____
_____/_____

ConTractor Software Solutions, Inc
P.O. Box 976,
Tolland, CT 06084

(Licensee) (Printed Name/Title/Signature) Date