

## **SOFTWARE LICENSE AGREEMENT**

Whereas, PreCharge, a division of Supremacy Financial, LLC hereinafter referred to as ("LICENSOR") develops proprietary software and services and sells use licenses for such proprietary software and services together with or apart from accompanying copyrighted material and documentation and

Whereas, End User desires to obtain the benefits thereof and, in return for which, is willing to abide by the obligations and fee agreements applicable to LICENSOR's use licenses in LICENSOR's proprietary software and services.

NOW THEN, for good and valuable consideration, including but not limited to license grant in accordance with this Agreement by LICENSOR to End User's covenant regarding LICENSOR's proprietary rights. LICENSOR agrees to sell End User materials representing LICENSOR's product or products subject to the following terms and conditions:

### **EXCLUSIVE SOURCE**

End User shall obtain all LICENSOR authorized product materials through LICENSOR or LICENSOR's authorized Dealer and no other source. LICENSOR authorized product materials include, but are not limited to, manuals, license agreements and media upon which company's proprietary computer programs are recorded, except for archival copies, as defined in ARTICLE III. End User shall make no copies of any kind of any of the materials furnished by LICENSOR or LICENSOR's authorized Dealer, unless specifically authorized to do so in writing signed by an officer of LICENSOR.

### **PROPRIETARY RIGHTS OF LICENSOR**

End User agrees that LICENSOR retains exclusive ownership of the trademarks represented by its company name and logo and product names including but not limited to PreCharge, precharge.com, Supremacy Financial and/or Supremacy Financial, LLC, and all of the documentation and computer recorded data related thereto. End User also agrees that all techniques, algorithms, and processes contained in LICENSOR's computer program products or any modification or extraction thereof constitute TRADE SECRETS OF LICENSOR and will be safeguarded by End User, but in no event shall End User exercise less than due diligence and care in accordance with the laws of the country of purchase and International Law, whichever operates to best protect the interests of LICENSOR. End User shall not copy, reproduce, re-manufacture or in any way duplicate all or any part of LICENSOR products WHETHER MODIFIED OR TRANSLATED INTO ANOTHER LANGUAGE OR NOT, or in any documentation, or in any other material provided by LICENSOR in association with LICENSOR's computer program products except as specified in this Agreement and in accordance with the terms and conditions of this Agreement which remain in force. End User agrees that unauthorized distributing, copying, duplications, or otherwise reproducing ALL OR ANY PART OR TRANSLATED PART of the computer program products provided by LICENSOR or the failure to protect such computer programs will actually and materially damage LICENSOR. End User agrees that in the event End User breaches this agreement, End User will be liable for damages as may be determined by a court of competent jurisdiction.

### **ARCHIVE COPIES**

End User may make archival copies of those portions of LICENSOR's software and/or services that are provided on a machine readable media, provided such copies are for the End User's personal use on one microcomputer and that no more than one such copy is used at any time unless End User has paid for multiple copy use as described in ARTICLE IV of this Agreement.

### **ASSIGNMENT**

In the event End User wishes to transfer the rights granted by this Agreement, retaining none thereby, a letter requesting such transfer accompanied by the original diskette or label therefrom, must be sent to LICENSOR. LICENSOR will then select the most appropriate method for distribution of the transferred

rights.

### **LIMITED WARRANTY**

LICENSOR warrants that all materials furnished by LICENSOR constitute an accurate manufacture of LICENSOR products and will replace any such LICENSOR furnished material to be thus defective, provided such defect is found within ten days of purchase by End User. However, LICENSOR makes NO express or implied warranty of any kind with regard to performance or accuracy of data of any kind nor for any consequential damages resulting there from whether through loss or inaccuracy of data of any kind nor for any consequential damages resulting there from whether through LICENSOR negligence or not. LICENSOR will not honor any warranty where a LICENSOR product has been subjected to physical abuse or used in defective or non-compatible equipment. LICENSOR will not honor any warranty for which there is no signed End User Agreement Acknowledgment on file at LICENSOR offices. The products provided are intended for commercial use only.

### **UPDATES**

LICENSOR may, from time to time, revise the performance of its products and in doing so, incur NO obligation to furnish such revisions to any LICENSOR customer. At LICENSOR's option, LICENSOR may provide such revisions to its Dealers. Also, at LICENSOR's option, LICENSOR may provide its dealers and End Users with a revision newsletter from time to time. (No update or customer service or newsletter distribution will be provided unless a properly signed End User Agreement Acknowledgment is on file at LICENSOR offices.)

### **CUSTOMER SUPPORT**

It is LICENSOR's customary practice to provide reasonable assistance and support in the use of its products to its customers through its dealer network. End Users therefore are expected to obtain customer service from their Dealer.

### **TERMINATION OF LICENSE**

If any one or more of the provisions of this Agreement is breached, the license granted by this Agreement is hereby terminated. Nevertheless, in the event of such termination, all the provisions of this Agreement which operate to protect the rights of LICENSOR shall continue in force.

### **INJUNCTIVE RELIEF**

It is understood and agreed that, notwithstanding any other provisions of this Agreement, LICENSOR has the unequivocal right to obtain timely injunctive relief to protect the proprietary rights of LICENSOR.

### **GOVERNING LAW**

This agreement is governed by the laws and regulations of the state of New York. Any disputes regarding this agreement shall be subject to the jurisdiction of the state of New York.

### **LEGAL FEES**

In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of legal fees as set by court action.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. This Agreement may only be changed by mutual written consent.

### **ACKNOWLEDGEMENT**

By signing and returning the Licensor End User Agreement Acknowledgment, the End User hereby accepts all the terms and conditions of this Agreement without exception, deletion or alteration. End User recognizes that any use of LICENSOR products without the return of said End User Agreement Acknowledgment will be considered a breach of contract, subject to liquidated damages and otherwise unlawful and an unauthorized use of LICENSOR's trade secrets and proprietary products.