

RACE DIRECTOR SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the date of purchase on the RUNSIGNUP site ("Effective Date") by and between Bickel Advisory Services, LLC (RUNSIGNUP), with offices at 300 Mill Street, Suite 200, Moorestown, New Jersey 08057 ("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 RUNSIGNUP desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

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2. CONSIDERATION TO RUNSIGNUP

- a. Licensee shall pay the cost as shown on the site for software activation and first year support.
- b. License fees do not include any shipping, duties, bank fees, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full.

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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

RUNSIGNEDUP 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 RUNSIGNUP.

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 RUNSIGNUP 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.

9. MAINTENANCE & SUPPORT

Licensor will provide to Licensee the following support with respect to the Software: (i) If during the 1st year of this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that an error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination. (ii) In the case that Licensee has 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

Licensors, Licensees 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 RunSignUp certain data elements about the races that are tracked with the Race Director 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

RUNSIGNUP shall use its best efforts to make the Licensed Programs available for download promptly after receipt of payment on the RUNSIGNUP site.

11. WARRANTY DISCLAIMER

RUNSIGNUP licenses, and Licensee accepts, the licensed programs "AS IS." RUNSIGNUP PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

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RUNSIGNUP'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO RUNSIGNUP. IN NO EVENT SHALL RUNSIGNUP BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

14. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the first page if to Bickel Advisory Services, LLC and delivered to the email address provided for Licensee if to Licensee. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

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 Jersey. Burlington County, New Jersey 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 RUNSIGNUP.

19. EXPORT REGULATIONS

Licensee understands that RUNSIGNUP 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 RUNSIGNUP harmless from any loss, damages, liability or expenses incurred by RUNSIGNUP 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.