

End User License Agreement – via Payzerware

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4.c. Licensee's Customer Base. Callahan Roach product may contain files of Licensee customer base as a means of better using the application's features and will reside on Licensor's Server. Should the Licensee wish to have Licensor remove customer files, Licensor will charge a flat fee for the programming costs and to remove and return the customer files to Licensee.

5. Term: This Agreement is in force and effect until terminated. Licensee may terminate this Agreement by giving Licensor written notice of termination and by removing all Product data from any and all of Licensee's computers, devices or servers, or any other digital, electronic, or other media onto which any of the Product information may have been stored. Licensor may terminate this Agreement if Licensee fails to comply with any term or condition of this Agreement, including but not limited to Licensee's failure to make payments to Licensor as agreed hereunder.

6. Limited Warranty: Licensor warrants that the Product will be free from defects in material and workmanship under normal operation and service for a period of (90) days from the date

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10. Copyright and Trademark Law: *The data used to create the Product delivered to the Licensee, marketed with Payzerware software and otherwise marketed as Contractor’s Smart Price™, Contractor’s Call Smart™ Customer Assurance PricingSM (“CAP”), and the associated logos or depictions are protected under US Copyright and US Trademark Laws, and any duplication of materials is in violation of these laws and may result in the Licensor’s immediate termination of this Agreement and demand for return of any materials associated with the Product.*

11. Survivability: *The provisions of Paragraphs 2, 3, 4, 6, 7, and 8 of this Agreement shall remain binding and in force and shall survive termination of this Agreement.*

12. Governing Law/Jurisdiction and Venue: *This Agreement shall be governed by the laws of the State of Texas and any legal action concerning this Agreement shall be brought in a court of competent jurisdiction in Tarrant County, Texas.*

13. Severability: *If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.*

14. Entire Agreement: *This Agreement and the Exhibit hereto constitute the entire agreement between the parties and all previous agreements or understandings are superseded and merged herein.*

Licensor: _____

Callahan Roach Products & Publications, Ltd.

Date: _____

Sign: Licensee: _____

Print Name: _____

Company Name: _____

Date: _____