

Software License Agreement

1. Grant of License:

Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited right to use the InspectaSport, LLC. (InspectaSport) software program and its accompanying documentation (collectively "Software") solely for assistance in conducting sports equipment inspections. (License")

2. Registration Data and Account Security:

As a condition to using some parts of the Software, you may be required to register an account with InspectaSport, select a password and username and provide other information about your identity, your physical address and your company or institution (collectively "Registration Data"). You agree to (a) provide accurate, current and complete Registration Data; (b) maintain the security of your password and user name; (c) maintain and promptly update the Registration Data, and any other information you provide to the InspectaSport, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

All use by Licensor of Registration Data will be in conformance with the [Privacy Policy](#).

You agree and understand that you are responsible for maintaining the confidentiality of your Registration Data. By providing us with your e-mail address, you agree to receive all required notices electronically, including through the Software or to your e-mail address or phone number. It is your responsibility to update or change that e-mail address or phone number, as appropriate. If you become aware of any unauthorized use of your Registration Data pursuant to this License, you agree to notify us immediately.

3. Restrictions:

Licensee shall not:

- Modify, adapt, translate, or create derivative works of the Software.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.
- Rent, lease, lend, distribute, or sublicense the Software to any third party.
- Use the Software for any illegal or unauthorized purpose.
- Remove or alter any copyright, trademark, or other proprietary notices from the Software.

4. Links to Third Party Sites:

Any link in Software that will take Licensee from Licensor's Software are not under the control of Licensor. Licensor is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites.

5. Warranty Disclaimer:

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED

6. Limitation of Liability:

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification:

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or in any way connected with Licensee's use of the Software, including but not limited to claims of infringement of third-party intellectual property rights.

8. Data and Intellectual Property Ownership:

InspectaSport takes its data and intellectual property rights very seriously. As between InspectaSport and you, InspectaSport owns, has licensed, or otherwise has rights, title and interest in and to the Software and all of the content that appears in the Software. InspectaSport intellectual property rights include, but are not limited to, copyrights, trademark rights, trade dress rights, and trade secrets. You agree that you have no right, title or interest in or to the Software or any other InspectaSport intellectual property.

All software (including source code), logos, icons, the Software's "look and feel," text, graphics, images, video clips, sound clips, content, notices, data, page layout, and selection and arrangement of the content and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein shall be owned solely and exclusively by InspectaSport and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by InspectaSport per this License, or in connection with the Software are the exclusive property of InspectaSport and/or its licensors and are protected by United States and international copyright, trade secret or other intellectual property laws and treaties. InspectaSport and its licensors reserve all rights, title and interest in and to the Software and its content, including, without limitation, the exclusive right to create derivative works therefrom.

You hereby consent that by accepting this License, InspectaSport may identify you as an InspectaSport customer (using your name and logo) and generally describe the products or

services it provides to you in its promotional materials, presentations and proposals to other current and prospective customers.

9. Termination:

This Agreement shall automatically terminate upon the earlier of: (a) Licensee's breach of any of the terms and conditions of this Agreement; (b) Licensee's insolvency or bankruptcy; or (c) natural expiration then in effect upon receipt of Licensee's notification to not renew pursuant to the terms in this License.

10. Renewal:

This Agreement will automatically renew on an annual basis unless Licensor receives written notice from Licensee at least 30 days prior to the expiration of the initial term or any renewal term notifying of request for nonrenewal. Payment of all applicable fees owed Licensor for continuation of the License at the then effective cost for License will be automatically collected.

11. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

13. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Waiver:

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

15. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.