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WHEREAS, Score is the developer and owner of website software "scoretheweb.com" and email marketing software "scoremail.com" for use by the Course ("Software");

WHEREAS, Score is the sole owner of the graphic design templated code comprising the appearance/look and feel of the Software ("Design"); and

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The initial one-time setup/installation/training fee for the Software is shown on attached Schedule 1 plus travel costs, if applicable. Initial online, in-house or on-site training must be successfully completed by the Licensee before activation of the Software by Score. Any additional training days required will be provided at \$1000 per day.

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By agreement, Score's liability will not exceed the express value of the Software.

14. **Support Services.** Score shall provide Licensee telephone, email and web access to Score personnel during normal business hours to assist Licensee with routine questions with respect to the Software. Support Services are not to be considered a replacement for training of the Licensee. Score reserves the right to determine if Licensee requires additional training in lieu of Support Services.

In order for Score to provide support of the Software, the Licensee must transfer to Score's name servers the domain name Score is to support. The domain name will remain the property of the Licensee and will be returned upon termination of this Agreement. In the event where the licensee requires multiple domain names, they may purchase at the cost of \$50 per additional. Score cannot and will not guarantee maintenance of any site not within its control.

15. **Entire Agreement.** This License Agreement shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto. Except as otherwise provided herein, Score may amend the terms and conditions of this License Agreement by giving Licensee at least 60 days prior written notice thereof and giving Licensee the option to terminate this License Agreement within 30 days of receipt of such notice.

16. **Notices.** All notices referred to herein shall be sufficient if delivered by: (i) personal delivery, (ii) facsimile with confirmation, or (iii) registered mail with return receipt requested, to the respective parties at the addresses set forth above their signatures to this Agreement, or such other addresses as they shall from time to time furnish to each other in writing.

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17. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Manitoba, Canada.

18. **Severability.** In the event that any provision of this License Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision hereof.

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19. **Counterparts.** This License Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed as of the date first written above.

**DATE:** .....

**LEGAL NAME:** SCORE ADVERTISING INC.

**OPERATING AS:** SCORE ADVERTISING INC.

**ADDRESS:** 215 Oakland Avenue  
Winnipeg, Manitoba  
Canada R2G 0A7

**SIGNATURE PER:** \_\_\_\_\_

**PRINT NAME:** SHANE CLUFF

**PRINT TITLE:** PRESIDENT

**LEGAL NAME:** \_\_\_\_\_

**OPERATING AS:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE PER:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT TITLE:** \_\_\_\_\_