

ADVANTAGE SOFTWARE STUDENT EDUCATIONAL LICENSE AGREEMENT

ADVANTAGE SOFTWARE, INC., herein called ASI, a Florida corporation headquartered in Stuart, Florida, and _____ herein called LICENSEE, enter into this agreement on _____. LICENSEE's address is _____. LICENSEE's phone number is: _____. LICENSEE'S email is: _____. LICENSEE affirms that he/she is currently enrolled as a student studying court reporting at Platinum Steno, 1440 Beaumont Ave., Ste A2 271, Beaumont, CA 92223.

I. ASI grants to LICENSEE the non-exclusive right to use an educational version of its Total Eclipse CAT software, hereinafter referred to as ASI Software, at the following price and under the following terms: \$100 for as long as LICENSEE remains an active student at Platinum Steno. This amount may be applied toward an upgrade to the full translation version if the student upgrades while attending Platinum Steno or within three months following graduation.

LICENSEE AGREES THAT UNDER NO CIRCUMSTANCES WILL SAID SOFTWARE BE USED FOR COMMERCIAL PURPOSES.

II. LICENSEE agrees to use the ASI Software only for LICENSEE's own non-commercial use on only one computer system at a time. LICENSEE agrees to immediately notify ASI in writing in the event of a change of address or status as a student.

III. WARRANTY: ASI MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ASSUMES THE ENTIRE RISK OF USING THE ASI SOFTWARE.

IV. NON-TRANSFERABILITY OF LICENSE: This License Agreement is non-transferable.

V. UPDATES & SUPPORT: ASI will provide software updates for Total Eclipse to LICENSEE for as long as LICENSEE remains in good standing with ASI and is an active student at Platinum Steno. LICENSEE will not be eligible for technical support via telephone from ASI for the student version of Total Eclipse. Student workbooks may not be reprinted or copied under any circumstances.

VI. TAXES: LICENSEE assumes full responsibility for, and agrees to pay, all applicable Federal, state, provincial, local, and other taxes and duties.

VII. WAIVER OF LIABILITY: LICENSEE agrees to hold ASI harmless from any and all liability arising from the use of the products supplied by ASI.

VIII. LICENSEE acknowledges that the ASI Software is proprietary and a trade secret of ASI, and agrees to protect it, and not to distribute copies of the software or manuals to any third party without the express written permission of ASI. LICENSEE affirms that he/she is not a competitor of ASI, or affiliated with a competitor of ASI, directly or indirectly. LICENSEE acknowledges that making the ASI Software available to a competitor of ASI will cause ASI severe financial damages, and agrees not to make the ASI Software available to a competitor of ASI, directly or indirectly, under any circumstances.

X. LICENSEE understands and agrees that the ASI Software and documentation shall remain the sole property of Advantage Software, Inc., and shall return said software and documentation at LICENSEE's expense upon termination of enrollment at Platinum Steno or upon demand by ASI.

XI. This Agreement shall not be considered valid until signed by a corporate officer of ASI.

XII. GOVERNING LAW, JURISDICTION, AND VENUE: The parties agree that venue of any legal action arising out of this Agreement shall only be in state court in Martin County, Florida. The prevailing party shall be entitled to recover reasonable attorney fees and costs of such action, including any appellate or bankruptcy proceedings associated therewith.

XIII. ENTIRE AGREEMENT: This document constitutes the entire agreement between the parties. Any amendments hereto must be in writing, and signed by both parties. In witness whereof, the parties have executed this Agreement as of the date set forth herein.

LICENSEE

ADVANTAGE SOFTWARE, INC.

Signature

Signature

Date Executed

Date Executed