

# Product License Agreement

## Terms and Conditions of Product Purchase and Use

**PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE AUTOMATICALLY ACCEPTED BY PURCHASING THE BODY LIFE DIRECT SYSTEM SOFTWARE. BY LICENSING BODY LIFE DIRECT SYSTEM PRODUCTS (BLD) YOU WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND AGREE TO THE FOLLOWING BINDING TERMS AND CONDITIONS AS PROVIDED IN THIS AGREEMENT AND WHICH GOVERN THIS TRANSACTION.**

**THIS AGREEMENT** is made on this day by and between **BODY LIFE DIRECT SYSTEM (COMPANY)** and the **Licensor** \_\_\_\_\_ of the BODY LIFE DIRECT SYSTEM SOFTWARE ("**Products**"). Company may, in its sole discretion and at any time, modify or change these terms and conditions governing the license of its Products.

### DEFINITIONS

As used hereinunder, the terms listed below have the following definitions:

"**Products**" includes, without limitation, the Company's books, User Codes, written reports and data sets which are made commercially available, whether on a paid basis or free, both as in forms accessible as of this date and as periodically updated, whether delivered and accessible electronically or in printed form.

"**Topline**" means a modified Version of a Product which the Company makes available for promotional purposes at reduced price or free.

"**User**" means any individual person accessing any Product provided to the Licensor under this Agreement.

"**User Code**" means a unique string of alpha-numeric characters provided by the Company to the Licensor which, when applied to a single electronic Product Instance in accordance with the Company's instructions, enable the Licensor to access and use the Product including, without limitation, references to "authorization codes," "unlock codes," "download codes" and similar terminology.

"**Version**" means a release of a Product materially different from prior releases of the same Product, as determined in the sole judgment of the Company. The Company has the right, but not the obligation, to issue new Versions of its Products as it deems fit.

"**Update**" refers to changes made to a current Version of a Product, whether in form or in substance, including, without limitation, additions, deletions, and modifications. The Company has the right, but not the obligation, to issue Updates to its Products from time to time and to make the Updates available, in whatever form and format deemed appropriate by the Company, to Licensors of the current Product Licensors as it deems fit.

"**Instance**" means each unique manifestation of a Product, in whatever form and format, intended for use by Licensors.

### OWNERSHIP

The Products are proprietary to **BLD** which retains exclusive title and ownership of the copyrights and other intellectual property rights in the Products. Except as otherwise expressly stated and separately and mutually agreed the nature of all commercial transactions between You and the Company are in the form of a Product use license, notwithstanding the use on the Company's web site, emails, marketing collateral and other materials of descriptions and words referring to a

commercial transaction between You and the Company including the terms "purchase," "sale," "buy," and similar terms.

The Company's rights are protected by the national and state copyright, trade secret, and other intellectual property laws of the United States and international treaty provisions. You have no ownership rights in the **BLD** Products. Except as expressly described herein, no part of the Products may be modified, copied, or distributed in hardcopy, electronic or machine-readable form without the prior written consent of **BLD**. All rights not expressly granted to You herein are expressly reserved by **BLD**. Any other use of the Company's Products by any person or entity is strictly prohibited and a violation of this Agreement.

## **RESTRICTIONS ON USE / LICENSE OF PRODUCTS**

**BLD** is granting You a limited, non-exclusive, non-transferable license to use the a sepcific Product Version in whole or in part. Each Product transaction is governed by the terms of a single, specific License Agreement and does not extend to any other Product or Product Version. By using/licensing the Products, You agree to use these Products for your own personal or business use and are not purchasing the Products for resale to others. Any resale, assignment, transfer, or sublicense of Products licensed under this Agreement without the express written automatically terminate the License granted under this Agreement.

## **PRODUCT INSTANCES AND USERS PER PRODUCT LICENSE**

Each Product License provides Licensor with a total of ONE (1) User Codes to be applied to an electronic Product Instance which enable Licensor to access and use a total of one (1) electronic Instances of the Product whether delivered by email, email attachment, download from the web, CD ROM, or other electronic media. Licensor may install and access each Product Instance on a single, end-user electronic terminal device such as a desktop PC, laptop, PDA or other end-user device, each of which is licensed hereunder for the use by a single individual user. Networked installations or other uses of the Product which provide for and/or facilitate multi-user access are expressly prohibited under this Agreement.

Each electronic Product Instance is permitted to generate a single printed Instance

## **PRODUCT DESCRIPTIONS**

**BLD** attempts to be as accurate as possible. However, **BLD** does not warrant that its Product descriptions or other content on its web site or other marketing collateral is accurate, complete, reliable, current or error-free. If a Product offered by **BLD** is not as described, your sole remedy is to return it to the Company.

## **PAYMENT POLICY**

Licensor may use the **BLD System Software** for a one time fee of \$395.00 after having first purchased the **BLD** Training Manual and the **Bld** Testing Kit. The Licensor must pay Company \$10.00 per calculation or printout using said **BLD SYSTEM SOFTWARE**. To be paid monthly to the Company. Consultation regarding Lessor Clients will be charged \$35.00/ per 1/2 hour.

## **RETURN POLICY**

**BLD** is dedicated to the satisfaction of its clients and Licensors. If Licensor is not satisfied with any product received from **BLD**, Licensor may qualify for a full or partial refund in accordance with the terms and schedule.

**Refund Schedule.** Assuming Licensor has met the foregoing Terms of Return, **BLD** will refund in the same form as the Licensor's original payment, an amount based upon the schedule.

As used hereunder the "Receipt Date" means the earlier of the: (i) date of receipt of product materials by the Licensor; or, (ii) date on-line electronic access provided Licensor to product by **BLD**. Refund amounts apply only to product license fees paid and specifically do not include charges incurred.

As used hereunder, "product license fees" means license fees paid by the Licensor to **BLD** in accordance with this Agreement plus any applicable taxes collected thereunder; and, the term "product license fees" specifically excludes any charges collected by **BLD** for production, shipping and handling.

### **RISK OF LOSS**

All transactions involving physical forms of **BLD** Products including, without limitation, printed materials, CD ROM or other media licensed from **BLD** are made pursuant to a shipment contract. This means that the risk of loss for such items passes to You upon our delivery to the carrier. For all forms of Products delivered electronically whether via download, email or otherwise, the risk of loss passes to You at the time of electronic delivery.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

**PRODUCTS ARE PROVIDED BY BLD ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ITS WEB SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS. YOU EXPRESSLY AGREE THAT**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

#### **LICENSOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature of Authorized Signatory of Licensor

Print Name:

Title:

Address:

Telephone No.:

E-mail: