



Educational Software Sales Order Proposal / Contract

Bill to:
 Address:
 City:
 State:

Zip:

- Mailing
- Fax
- Email
- Other

Educational

Ship to:
 Address:
 City:
 State:

Zip:

Phone:		ext.#		Fax:	
Cell Phone:		E-mail:			
Contact:			P.O.#		
It is MANDATORY that you indicate what type of Security Device you require →				<input type="checkbox"/> Parallel	<input checked="" type="checkbox"/> USB
Category	Student / NKBA Student Member ? Yes ◇ No ◇		TR		CR

Qty	Description	Unit Price	Amount
1	20-20 Design Educational Edition <input checked="" type="checkbox"/> EDU V 8.1 & Biz Mgr Duration: current school year with option to renew at no costs for next school year Accepted methods of payment: Cash, Credit Card(s) (American Express, MasterCard or Visa) or Personal Check **20-20 Design Educational Software to be used for educational purposes only	99.00	99.00
	Sub-Total →		99.00
	Important: You must provide proof of below described enrollment in a 1 or 2 year program at a recognized educational institution leading to a certificate or diploma upon signing this Agreement.		
	University: University of Southern Mississippi		
	Program: _____		
	Duration: _____ Years/months completed: _____		
	By signing this Sale Agreement, you hereby certify that all information herein declared and provided by you are true and correct and that you have verified the current recommended hardware Configuration appearing on the 20-20 support website, and consider your hardware compatible with the 20-20 Design Educational Edition hereby purchased.		
	Note: Maintenance, Support & Upgrade services will be handled through the Univeristy attended by Student		
1	Shipping & Handling	15.00	15.00
	Total:		114.00

Credit Card Type		Card #	
Exp. Date		Cardholder's Name	
Cardholder Signature (mandatory) →→			

The present Software Sales Order Contract is subject to the terms and conditions contained herein and on the back hereof, to form an integral part as if hereinafter recited at length.

The present Software Sales Order Contract shall not, under any circumstances, come into force nor bind the Vendor prior to its approval by a duly authorized Vendor's Sales Manager. Furthermore, the Vendor shall not be bound by any modification hereto until such modification is set forth on or subsequent to the date hereof in writing and signed by a duly authorized agent of the Vendor.

Purchaser's Signature (mandatory) →→		Date:
20-20 Technologies Inc. Accepted by:	Consultant: MA/ Bo Bishop	August 17 2008

GENERAL TERMS AND CONDITIONS

1. FEES AND PAYMENT OF THE PURCHASE PRICE. As a consideration for the purchase of a non-exclusive and non-transferable Licence to use the 20-20 Technologies inc. (hereinafter referred to as the "Vendor") software items described on the face of this Software Sales Order Agreement (hereinafter collectively referred to as the "Software"), you agree to pay to the Vendor the applicable Purchase Price and/or fees set forth in the present Software Sales Order Agreement, including any and all mandatory support fees or, if applicable, upon receipt of any additional invoices from the Vendor. All amounts are payable immediately and are non-refundable, except as otherwise expressly noted. Payment of the purchase price shall be made either in cash, by personal check, or by any of the following credit cards: American Express, Visa, Master Card. Additional payment terms may apply, but are subject to the prior approval of the Vendor.

Failure to make payment of the balance of the total amount or any other amount owed to the Vendor will give Vendor the irrevocable right, without prior notice, to enter into and upon the premises where the Software may be found and take possession thereof without further notice, delay or proceedings, the present Agreement being thereon considered duly terminated without further notice.

It is agreed and understood that the Vendor shall have the right to retain any and all considerations then received as liquidated damages. In addition, you hereby irrevocably agree to pay all value added, sales and other taxes (other than taxes based on Vendor's income) related to Vendor's Software, services or payments made by you hereunder. All payments to the Vendor shall be made in United States dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Vendor services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month (i.e. 18% annually) or the maximum amount allowed by law, whichever is less.

In the case of destruction, loss or theft of the Software, the cost of a replacement Software device shall be 65.00 plus applicable taxes.

2. CONDITIONS. It is clearly understood that the License to use the Software is granted to you in consideration of your student membership to the NKBA or of your part-time or full time enrollment in a one (1) or two (2) year program at a college, university or technical institute accredited by the proper Canadian or United States authority with the objective of obtaining a certificate or degree. You shall provide proof of satisfaction of these conditions before or upon signature of the Sale Agreement. The Software shall be used solely by you and solely for educational purposes. Without limiting the generality of the foregoing, you are expressly prohibited to use the software in any professional, business, lucrative or other capacity whatsoever, including as an intern during an internship organized or not by your educational institution. Failure to comply with this paragraph may result at 20-20's sole discretion in the immediate termination of the License to use the Software, without refund of the purchase price.

You further agree and warrant that: (i) neither your use of the Software and its related content and associated information ("Accompanying Documentation"), nor the manner in which you intend to use such Software and the Accompanying Documentation will, directly or indirectly infringe the legal rights of any third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder and (iii) you agree to comply with all applicable laws and regulations. Notwithstanding the preceding, you hereby acknowledge that this License does not entitle you to receive any further hard-copy documentation, support, telephone assistance, enhancements or updates to the Software or Accompanying Documentation. Under no circumstances shall 20-20 be under any obligation to offer any commercial version of the Software and/or associated services. 20-20 further reserves the right to alter features, licensing terms or other characteristics of any commercial version of the Software it may choose to release in the future Upon termination of the present Agreement, you hereby irrevocably undertake to immediately cease any and all use of the Software.

3. TERM AND RENEWAL OPTION. The License to use the Software shall begin either upon a) this Sale Agreement, if your school year has already begun, or b) upon the beginning of your school year and shall terminate at the end of the school year. You shall then benefit from one (1) option to renew the License to use the Software at no costs for one (1) additional school year which you may exercise at your own discretion as long as you are not in violation of any of the terms hereof and that you provide appropriate proof that you continue to comply with and satisfy the conditions set forth in paragraph 2 above.

4. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; (vi) Vendor's Design Software Security Device™; and (v) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Vendor Software services identified herein ("Vendor Intellectual Property Rights") are owned by the Vendor. Accordingly, you agree to make no claim of interest in or ownership of any such Vendor Intellectual Property Rights. You acknowledge that no title to the Vendor Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more pre-existing versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such Derivative Work shall be owned by Vendor and all right, title and interest in and to each such Derivative Work shall automatically vest in Vendor. Vendor shall have no obligation to grant you any right in any such Derivative Work.

5. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your use of the Software or any of the Vendor services, nor the manner in which you intend to use such Software or Vendor services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder and (iii) you agree to comply with all applicable laws and regulations. In particular, you hereby irrevocably agree to be and remain at all times subject to the terms and conditions of the License Agreement included with the Software.

6. EXCLUSIVE REMEDY. YOU HEREBY IRREVOCABLY AGREE THAT THE VENDOR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE OR VENDOR SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT PAID FOR SUCH SOFTWARE OR SERVICES DURING THE TERM OF THE PRESENT AGREEMENT. IN NO EVENT SHALL THE VENDOR, ITS LICENSORS AND SUB-CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE VENDOR HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A COUNTRY, PROVINCE OR STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN VENDOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH COUNTRY, PROVINCE OR STATES.

Vendor, its licensors and sub-contractors disclaim any and all loss or liability resulting from, but not limited to: (i) loss or liability resulting from access delays or access interruptions; (ii) loss or liability resulting from data non-delivery or data mis-delivery; (iii) loss or liability resulting from acts of god or acts beyond Vendor's control; (iv) loss or liability resulting from the unauthorized use or misuse of any account number, password, security authentication option or loss of any Design Software Security Device™; (v) loss or liability resulting from errors, omissions, or misstatements in any and all information provided under this Agreement.

7. DISCLAIMER OF WARRANTIES. YOU HEREBY IRREVOCABLY AGREE THAT YOUR USE OF OUR SOFTWARE AND/OR SERVICES IS SOLELY AT YOUR OWN RISK. ACCORDINGLY, YOU AGREE THAT ALL OF SUCH SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THE PRESENT AGREEMENT. THE VENDOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE VENDOR DOES NOT MAKE ANY WARRANTY THAT THE SOFTWARE AND/OR SERVICES LICENSED HEREUNDER WILL MEET ANY REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THE VENDOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE AND/OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SAID SOFTWARE AND/OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE VENDOR OR THROUGH THE SOFTWARE AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8. INDEMNITY. You agree to release, indemnify, defend and hold harmless the Vendor and any of our sub-contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (i) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (ii) your use of the Software and/or the Vendor's services, including without limitation infringement or dilution by you and (iii) any intellectual property or other proprietary right of any person or entity. The Vendor shall have the right to participate in any defense by you of a third-party claim related to your use of the Software or any of the Vendor's services, with counsel of our choice at our own expense. The terms of this paragraph will survive any termination or cancellation of this Agreement.

9. EDP INSURANCE. You are hereby urged to obtain sufficient insurance in order to properly insure any 20-20 Design Software Security Device, and will be held solely responsible for any and all costs associated with the replacement of any lost or stolen Design Software Security Device™, said cost being equal to the price of an additional 20-20 Design Software License.

10. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

11. ASSIGNMENT. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. Accordingly, you hereby agree not to resell the Software or any Design Software Security Device™ without Vendor's prior express written consent.

12. GOVERNING LAW. The present Agreement shall be interpreted according to the Laws of Canada and those applicable in the Province of Quebec, said Laws being hereby designated by the parties as the only appropriate venue for any action arising from this Agreement.

13. ENTIRE AGREEMENT. The present Agreement, as complemented by any and all License Agreement included with the Software, shall constitute the complete and exclusive statement of the agreement between the parties in connection with the sale of the Software; accordingly, the present Agreement supersedes any and all proposals or prior agreements, oral or written, and all other communications between the parties relating to the current subject matter.

14. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Vendor. The remedies of Vendor under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

15. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using the Software and/or any Vendor services in violation of the laws and regulations of any applicable jurisdiction.

16. COMMUNICATION. Any quotation request and/or the signature of the present Agreement shall constitute a written authorization in conformity with 47 U.S.C. § 227(a)(3). Accordingly, the Vendor and/or any of its agents or representatives are hereby expressly authorized to communicate to you, by fax, e-mail or otherwise, any information regarding the Vendor products and service offerings, including notifications regarding upcoming events, conferences, shows, registration forms and/or discounts. This permission can be revoked at anytime by way of a written notice to that effect sent to the Vendor.