

COMPETITIONSUITE SOFTWARE AND WEBSITE SUB-LICENSE AGREEMENT

This Software and Website Sub-License Agreement ("Agreement") is made and effective this 1st Day, of July, 2021, by and between _____ ("**Sub-Licensee**"), _____ and Winter Guard International, Inc., 1994 Byers Road, Dayton, OH 45342 ("**WGI**").

WGI has developed and owns a license to its software program (the "Software"), and Sub-Licensee desires to utilize the Software program **CompetitionSuite**. This software product does include a Website (www.competitionsuite.com). Both the Software and Website includes updates and tech support described in paragraph 7.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, WGI and Sub-Licensee agree as follows:

1. License. WGI hereby grants to Sub-Licensee, a non-exclusive, limited sub-license to use the Software and accompanying Website as set forth in this Agreement. This sub-license is valid upon full payment as described in the provisions of paragraph 5. This sub-license includes all updates and tech support to the Software and Website for as long as WGI continues this Agreement described in paragraph 7 below.

2. Term. The term of this Agreement shall be for a one-year period commencing on July 1, 2021. The parties shall have the option to renew this Agreement for additional periods of one year each subject to the written consent of both parties and unless terminated in writing by either party with thirty (30) days-notice. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by Sub-Licensee at any time, with or without notice to the WGI, in the event Sub-Licensee determines that such termination is in the interest of Sub-Licensee.

3. Restrictions. The Software, accompanying Website and materials are copyrighted and contain proprietary information. Sub-licensee shall not modify, rent, lease, display, copy, duplicate, reproduce, transfer or convey the Software or any right in the Software to anyone else without the prior written consent of WGI and CompetitionSuite.

4. Payment. In full consideration for the grant of the sub-license and the use of the Software and Website, Sub-Licensee agrees to pay WGI as follows:

- a) An annual fee of Twenty Dollars (\$20.00) for each active color guard, percussion ensemble, and winds group utilizing the Software and Website for each calendar year beginning July 1, 2021.
 - 1. Annual fee of Seven Dollars (\$7.00) for each active color guard, percussion ensemble, and winds group utilizing the Software and Website that only compete in one performance with your circuit for the duration of the calendar year beginning July 1, 2021.
- b) An additional fee of Two Dollars (\$2.00) per solo or small group (ensemble) will be assessed on a per performance basis for the duration of the calendar year beginning on July 1, 2021.
- c) Sub-Licensee will estimate approximate number of color guards, percussion ensembles, and winds groups and estimate approximate number of solo and small group (ensemble) performances utilizing the Software and Website and pay a 50% deposit upon execution of this Agreement. Remaining balance will be billed based on actual usage and will be payable within 30 days of receiving the final invoice or before June 1, 2022, whichever is sooner.

5. Warranty of Title. WGI hereby represents and warrants to Sub-Licensee that WGI is the Licensee of the Software and Website and has the right to grant to Sub-Licensee the rights as set forth in this Agreement.

6. Warranty of Functionality. WGI warrants that the Software and Website shall perform in all material respects when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty (regarding the functionality of the Software or Website), Sub-Licensee shall promptly notify CompetitionSuite whose sole remedy shall be that CompetitionSuite shall correct the Software and Website so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by CompetitionSuite.

7. Software Updates and Tech Support. This Agreement includes all software and website updates, instruction materials, tech support, and database maintenance, for as long as Sub-Licensee maintains the Agreement. CompetitionSuite shall provide to the Sub-Licensee any new, corrected, or enhanced version of the Software as created by CompetitionSuite. Such enhancement shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software as originally licensed. Any additional capabilities or features to the Software will be negotiated on a project basis with CompetitionSuite.

8. Warranty Disclaimer. WGI's warranties set forth in this Agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

9. Limitation of Liability. WGI and/or CompetitionSuite shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether WGI and/or CompetitionSuite was advised of the possibility of such losses in advance. In no event shall WGI's or CompetitionSuite's liability hereunder exceed the amount of license fees paid by Sub-Licensee, regardless of whether Sub-Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

10. Ownership of Changes/Improvements to the Software. Any "recommendations or suggestions" to improve and/or change the Software, regardless of source, that are incorporated into the Software, become the property of CompetitionSuite.

11. No Assignment. Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of WGI.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may only be modified only by written agreement that is duly executed by both parties and shall be governed by the State of Ohio.

ACCEPTED
For SUB-LICENSEE

ACCEPTED
For WINTER GUARD INTERNATIONAL



Circuit Administrator Signature

Ron Nankervis, Executive Director

Circuit Administrator Title

Date: July 1, 2021