

END USER LICENSE AGREEMENT FOR JCA SOLUTIONS SOFTWARE.

IMPORTANT-READ CAREFULLY: This JCA Solutions End-User License Agreement ("EULA") is a legal agreement between:

Business Name
123 Business Street
Tampa, FL 33624

(either an individual person or a single legal entity, who will be referred to in this EULA as "You/Your")

AND

JCA Solutions Inc.,

FOR

the JCA Solutions software product Simple SCORM LMS Adapter (SSLA) that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product").

The Software Product also includes any software updates, add-on components, web services and/or supplements that JCA Solutions may provide to You or make available to You after the date You obtain Your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software Product; instead, You should not purchase this Software Product.

SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

1. GRANT OF LICENSE. This Section of the EULA describes Your general rights to install and use the Software Product. The license rights described in this Section are subject to all other terms and conditions of this EULA.

General License Grant to Install and Use Software Product. You may install and use an unlimited number of copies of the Software Product on a multiple servers ("Device"). This software must be used in conjunction with an LMS system. You may not sell, license or distribute copies of the Software Product on a stand-alone basis or as part of any collection, product or service where the

primary value of the product or service is the Software Product. A license for the Software Product may not be shared.

Additional License Grant for Media Elements. The Software Product may include certain photographs, clip art, animations, sounds, music and video clips (together "Media Elements"). If so, the following terms describe Your rights to the Media Elements:

- o Except as specified in the next Section, You may use, copy and modify the Media Elements and distribute copies of the Media Elements, along with Your modifications, as part of Your software product(s) and service(s), including Your web site(s).
- o You are not licensed to do any of the following:
 - o You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.
 - o You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
 - o You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.
 - o You must indemnify, hold harmless, and defend JCA Solutions from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the use or distribution of Media Elements as modified by You.
 - o You must include a valid copyright notice on Your products and services that include copies of the Media Elements.
 - o You may not permit third parties to distribute copies of the Media Elements except as part of Your product or service.

Reservation of Rights. All rights not expressly granted are reserved by JCA Solutions.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Copy Protection. The Software Product may include copy protection technology to prevent the unauthorized copying of the Software Product or may require original media for use of the Software Product on the Device. It is illegal to make

unauthorized copies of the Software Product or to circumvent any copy protection technology included in the Software Product.

Not for Resale Software. If the Software Product is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, Your use of the Software Product is limited to use for demonstration, test, or evaluation purposes and You may not resell, or otherwise transfer for value, the Software Product.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may reverse engineer, decompile, or disassemble the Software Product at Your discretion. You must indemnify, hold harmless, and defend JCA Solutions from and against any claims or lawsuits, including attorneys' fees, that arise from or result from changes You make to the code. No changes You make to the code are supported under JCA Solutions normal maintenance.

Separation of Component Parts. The Software Product is licensed as a single product. Its component parts may not be separated for use, sale, or distribution.

Trademarks. This EULA does not grant You any rights in connection with any trademarks or service marks of JCA Solutions.

Rental, leasing or commercial hosting. You may install and use an unlimited number of copies of the Software Product on a multiple servers ("Device"). You may server this Software Product to an unlimited number of users as long as you meet the following criteria. This software must be used in conjunction with an LMS system. You may not sell, license, rent, lease or distribute copies of the Software Product on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service is the Software Product. A license for the Software Product may not be shared.

Support Services. JCA Solutions may provide You with support services related to the Software Product ("Support Services"). Use of Support Services is governed by the JCA Solutions policies and programs described in the user manual, in "online" documentation, or in other JCA Solutions-provided materials. Any supplemental software code provided to You as part of the Support Services are considered part of the Software Product and subject to the terms and conditions of this EULA unless otherwise stated. You acknowledge and agree that JCA Solutions may use technical information You provide to JCA Solutions as part of the Support Services for its business purposes, including for product support and development. JCA Solutions will never release any customer information to 3rd parties. JCA Solutions will not utilize such technical information in a form that personally identifies You.

Software Transfer. This software license and Software Product are not transferable.

Termination. Without prejudice to any other rights, JCA Solutions may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

3. UPGRADES.

Not Applicable

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by JCA Solutions or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

This EULA grants You no rights to use the above listed contents outside of the Software Product.

If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

5. BACKUP COPY. After installation of one copy of the Software Product pursuant to this EULA, you may keep the original media on which the Software Product was provided by JCA Solutions solely for backup or archival purposes. If the original media is required to use the Software Product on the Device, you may make one copy of the Software Product solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

6. U.S. GOVERNMENT LICENSE RIGHTS. U.S. GOVERNMENT RESTRICTED RIGHTS – The Software and Documentation are “Commercial Item(s),” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights

reserved under the copyright laws of the United States. JCA Solutions, Inc.
12565 Research Parkway Suite 300, Orlando, FL 32826.

U.S. Government Licensing of JCA Solutions Technology – You agree that when licensing JCA Solutions Software for acquisition by the U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §§227-2702-1 and 227-7202-4 (for the Department of Defense). For U.S. Government end users, JCA Solutions agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (28 USC 4212), and Section 403 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250 and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement with regard to U.S. Government end users and purchasers.

7. LIMITED WARRANTY

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US. JCA Solutions warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your country/state/jurisdiction and federal, country or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDEMNATION OF ANY KIND. Some countries/states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs, hot fixes or updates provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by JCA Solutions, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software Product does not meet JCA Solutions' Limited Warranty, and, to the maximum extent allowed by applicable U.S. law, even if any remedy fails of its essential purpose. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages")

are also incorporated into this Limited Warranty. Some countries/states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from country/state/jurisdiction to country/state/jurisdiction.

YOUR EXCLUSIVE REMEDY. JCA Solutions' and its suppliers' entire liability and your exclusive remedy shall be, at JCA Solutions' option from time to time exercised subject to applicable U.S. law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to JCA Solutions with a copy of your receipt. You will receive the remedy elected by JCA Solutions without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to JCA Solutions). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. To exercise your remedy, contact: JCA Solutions, 512 Yellow Tail Place, Chuluota, FL 32766.

8. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCA SOLUTIONS AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDEMONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDEMONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDEMON OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JCA SOLUTIONS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF

PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF JCA SOLUTIONS OR ANY SUPPLIER, AND EVEN IF JCA SOLUTIONS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF JCA SOLUTIONS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY JCA SOLUTIONS WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 7, 8, AND 9 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and JCA Solutions relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any JCA Solutions policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

12. SEVERABILITY. Should any term of this EULA be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms of this EULA.

13. RELATIONSHIP OF PARTIES. The relationship between You and JCA Solutions under this EULA is that of independent contractor/individual or single entity, and not principal/agent, employer/employee, partners or joint venturers.

14. LITIGATION. If You acquired this product in the United States, this EULA is governed by the laws of the State of Florida, without regard to conflict of law

provisions. If this product was acquired outside the United States, then local law may apply. If any action is brought by either party to this EULA against the other party regarding the subject matter of this EULA, it must be in Orange County, Florida. Both parties agree to submit to the jurisdiction of such venue and the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

15. NO WAIVER. The failure of either party to enforce any rights granted under this EULA or take action against the other party in the event of any breach of this EULA, shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

16. AMENDMENTS.

AMENDMENT TO EULA: This JCA Solutions Amended License Agreement is a legal agreement between “You” and JCA Solutions. This agreement amends the EULA License Agreement for JCA Solutions Software by grant of specific license to “You” set forth herein.

AMENDMENT GRANT OF LICENSE. This Section of the agreement describes “Your” specific rights to install and use the software product.

Specific License Grant to Install and Use Software Product for EM.

“You” provide a hosted learning management application named:

“My LMS Solution”

to “Your” customers. “Your” LMS facilitates a variety of uses as a Software as a Service learning system. The purpose of integrating the Software Product into “Your” LMS, “Intended Purpose”, is to extend the use of “Your” LMS to include SCORM 1.2 compliant rendering and reporting of customer, partner, and employee data. “You” may install and use the Software Product in an unlimited number of “Your” LMS installations for the Intended Purpose. “You” may not install, distribute, share, or permit use of the Software Product for any other purpose with prior written approval from JCA Solutions.

Purpose and Intent. “Your” intended use of the Software Product is to include it as a component in “Your” LMS application. “Your” customers purchase access to “Your” LMS services. “Your” partners may also be granted access to “Your” LMS services. It is intended that “Your” customers and partners will be able to benefit from the inclusion of the Software Product in “Your” LMS application in order to play SCORM content and store reportable results and data. To support this use case, “You” may have more than one server including at minimum one each development, testing, and production instance. Each one of “Your” users who connect to “Your” LMS via a browser will download a client which will include the

SCORM runtime provided in the Software Product. This amendment permits and grants a specific license for the above mentioned use and intent. “You” are permitted to integrate the Software Product into “Your” LMS for use in a commercial setting where the use of the Software Product does not constitute the “primary value of the product”.

#

Agreed to :

JCA Solutions	Business Name
Signature:	Signature:
Title:	Title:
Date:	Date: