

THE BEATING THE ODDS FOUNDATION'S QUARTERBACKS OF LIFE®
STUDENT SUCCESS & LEADERSHIP PROGRAM
ONLINE WEB PROGRAM END-USER LICENSE AGREEMENT

PLEASE READ THIS END-USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ACCESSING THE BEATING THE ODDS FOUNDATION'S QUARTERBACKS OF LIFE® STUDENT SUCCESS & LEADERSHIP PROGRAM ONLINE WEB PROGRAM (THE "PROGRAM"). BY ACCESSING THE PROGRAM, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS THE PROGRAM.

This Agreement is a legally binding agreement between the individual and/or organization who is being licensed to use the Program (referred to herein as "You" or "Your") and The Beating the Odds Foundation's Quarterbacks of Life® ("BTO") for access to and the use of BTO's Program identified above which may include, but is not limited to, software components, media, printed materials, and "online" or electronic documentation. By installing, copying, or otherwise accessing the Program, You agree to be bound by the terms of this Agreement. This Agreement represents the entire agreement concerning the Program between You and BTO and supersedes any prior proposal, representation or understandings between You and BTO, whether written or oral.

This Program is protected by intellectual property laws and treaties. This Program is licensed on a nonexclusive basis.

1. GRANT OF LICENSE

BTO hereby grants to You a nonexclusive license to access and use the Program on Your computer system as provided in the accompanying instructions. The license granted to You shall not be assignable by You, it being understood that the obligations assumed by You under this Agreement in consideration for the license granted in this Agreement are personal to You. Once You begin use of the Program, the license is permanently associated with You and no third party individual or organization may use the Program without first procuring from BTO another license for use. BTO shall furnish You with documentation and access to the Program.

2. OWNERSHIP

BTO is the owner of the Program and retains all right, title and interest in the Program and related explanatory written materials, where applicable. No ownership interest is conveyed from BTO through this Agreement or through any use of the Program. BTO does not grant You any rights in connection with trademarks or service marks of BTO, including, without limitation, Quarterbacks of Life®.

3. PROHIBITION ON REVERSE ENGINEERING

You may not reverse engineer, decompile or disassemble the Program. You are not authorized to reproduce or distribute the Program or any part thereof or create other derivative databases or products based on the Program or its contents without the prior written approval of BTO.

4. RENTAL

You may not rent, sell, lease, lend or provide commercial or fee-based hosting services for the Program or otherwise charge any type of access fee to users in exchange for access to the Program.

5. TERMINATION

Without prejudice to any other rights contained herein, in the event You violate any terms or conditions of this Agreement, BTO may immediately terminate this Agreement by electronic notice to You. In such event, You must destroy all materials gathered during the term of your access to the Program and Your access to the Program will be terminated. Termination of this Agreement shall not relieve You of your obligations to BTO which accrued while this Agreement was in effect.

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6. COMPLIANCE WITH APPLICABLE LAWS

You must comply with all applicable laws regarding use of the Program.

7. NO WARRANTIES

The Program is provided "As Is" without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness for a particular purpose.

8. CONFIDENTIALITY

Since unauthorized access, use or transfer of the Program or any information contained therein will diminish substantially the value of BTO's trade secrets and proprietary interests, You shall take all reasonable and necessary steps to keep the Program under adequate security to ensure that no unauthorized access, copy or use is made thereof, and to protect the confidentiality of the Program.

9. WAIVER

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of this Agreement shall not be deemed to be a waiver of any other breach of that or any other provision of this Agreement.

10. MODIFICATION AND AMENDMENT

No modification or amendment of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by both BTO and You or by a duly authorized representative or agent of BTO and/or You.

11. INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to conflicts of law provisions.

12. TITLES/CAPTIONS

Titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not intended and shall not be construed to define, limit, extend or otherwise describe the scope of this Agreement or any provision of this Agreement.

13. NO AGENCY OR JOINT VENTURE

The relationship between You and BTO shall be limited to performance of the respective obligations as set forth in this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between You and BTO or to authorize either You or BTO to act as agent for the other party, or to permit either You or BTO to restrain or otherwise bind the other party. No party shall be liable for any of the actions, omissions, or indebtedness of the other party.