



# PRODUCT ORDER / INSTALLATION REQUEST FORM

Install Date: \_\_\_ / \_\_\_ / \_\_\_

## DEALERSHIP INFORMATION

Dealership Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\* Below are fields to enter in contact information for sending Red Alerts, this can be left blank for now.

General Manager: \_\_\_\_\_  
G.M. Email: \_\_\_\_\_  
G.M. Cell #: \_\_\_\_\_

\* Below are fields to enter in contact information for sending Red Alerts, this can be left blank for now.

Finance Manager: \_\_\_\_\_  
F.M. Email: \_\_\_\_\_  
F.M. Cell #: \_\_\_\_\_

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## BILLING INFORMATION

Billing Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Monthly  
Invoice Amount: \$99.00 \_\_\_\_\_

\* If you pre pay for a year of C.S.I. Red Alert you will save approximately 16%.

Annual Pre Paid  
Invoice Amount: \$999.00 \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

**OPTIONSOFT™ SOFTWARE  
DIRECT END USER LICENSE**

Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between OptionSoft Technologies, Inc., having its principal place of business at 7 Hemphill Place Suite 137 Malta N.Y. 12020("LICENSOR"), and:

\_\_\_\_\_ ("LICENSEE") having its principal place of business at

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LICENSEE is responsible for the selection of specific Software Products and determination that the selected Software Products meets its requirements. LICENSOR shall be responsible for delivery and installation of the Software Products and for provision of a complete set of documentation manuals. Support for released standard Software Products, enumerated on Schedule A of the License Agreement, is available by means of a separate "Annual Software Support Agreement" between the "LICENSOR and the LICENSEE."

## 6. Term of Agreement

This Agreement shall remain in effect until terminated by the LICENSEE or by LICENSOR. This Agreement may be discontinued by the LICENSEE at any time. LICENSOR may discontinue or terminate this Agreement if the LICENSEE fails to comply with any of the terms and conditions hereof. Termination of this agreement will be effective upon thirty (30) days notice in writing.

## 7. Termination

Upon termination of this Agreement, LICENSEE shall, at LICENSOR'S election, either: return all Software Products furnished hereunder, together with all copies made by LICENSEE; certify to LICENSOR that the original and all copies, in whole or in part, in any form have been destroyed; and/or allow LICENSOR access to LICENSEE'S facilities to remove or disable the Software Products. Upon prior written authorization from LICENSOR, the LICENSEE may retain a copy of the Software Products for archive purposes. Upon termination of this Agreement, as provided in section 6 hereof, LICENSEE agrees not to thereafter use the Software Products. LICENSEE further agrees that the provisions set forth in section 2 hereof shall survive expiration or termination of this agreement.

## 8. Taxes

All sales and use taxes upon products and services provided hereunder shall be the responsibility of the LICENSEE.

## 9. Benefit and Assignability

This Agreement shall be binding upon LICENSOR and inure to its benefit and the benefit of its successors and assigns, and shall be binding upon LICENSEE and inure to its benefit, but shall not be transferable by LICENSEE to its successors, assigns or others, without LICENSOR'S prior written consent which will not be unreasonably withheld.

## 10. Notices

All notices, statements and other communications hereunder shall be made in writing addressed to the party at its address as set forth herein. Should a party change its address, prompt written notice thereof shall be given to the other party and communications will thereafter be sent to the new address.

## 11. Amendments

This Agreement embodies the entire understanding of the parties and replaces any earlier End User License between the parties hereto with respect to the Software Products listed in Schedule A. No amendments or supplements to this Agreement shall be effective unless in writing and signed by LICENSOR and LICENSEE.

## 12. Arbitration

Any dispute or controversy arising out of or with respect to this Agreement, excluding claims relating to the validity or infringement of copyrights, patents or trademarks, and claims covering unfair competition or misappropriation of trade secrets, shall be arbitrated in the County of Albany, State of New York under the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to order, among other things, specific performance, injunctive relief and protective orders. Each party shall bear its own costs and shall equally divide the costs incident to arbitration.

## 13. Governing Law and Forum Selection

This Agreement shall be governed by the laws of the State of New York, excluding those issues covered exclusively under federal law, and excepting New York State's choice of law rules if application of those rules would result in the law of another jurisdiction being applied.

Any dispute excluded in Section 12 herein arising out of or with respect to the Agreement shall be adjudicated solely by the Competent Federal or State court situated in Albany County, Albany, New York. Each of the parties consents to the venue and jurisdiction of such court for purposes of any such dispute.

**14. Severability**

If any of the provisions hereof are invalidated by any applicable law or rule of law, they shall be deemed omitted and the remaining provisions shall continue in full force and effect.

**15. Headings**

The headings in this Agreement are intended for the convenience of reference only and shall not affect the provisions hereof.

**16. Acknowledgment**

The LICENSEE acknowledges that it has read this agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the

ACCEPTED BY LICENSOR:

\_\_\_\_\_  
LICENSOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TELEPHONE NO.

Agreement between the parties, which supersedes all proposals, oral or written and all other communication between the LICENSOR and itself relating to the subject matter of this Agreement.

**17. Payments**

For the rights and privileges granted herein, LICENSEE shall pay to LICENSOR a non-refundable fee as specified in the annexed payment Schedule B. LICENSEE shall remain current on all payments to LICENSOR, including but not limited to payments under this AGREEMENT, all software support agreements, or any other agreement between LICENSEE and LICENSOR, either written or oral for services, products or reimbursements. Failure to be current under any such agreements shall be grounds for LICENSOR to terminate this and/or all other agreements.

ACCEPTED BY LICENSEE:

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS LINE 1

\_\_\_\_\_  
ADDRESS LINE 2

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NO.

SCHEDULE A

SOFTWARE PRODUCT NAME	LICENSEE BUSINESS LOCATION

SCHEDULE B

SOFTWARE PRODUCT NAME	LICENSEE BUSINESS LOCATION	MONTHLY PAYMENT Due on first of Month