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Order Form: Annual Software License

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License referral through True Project, LLC - 303.814.3443.

SECTION 1: Authorised End-User Details

End User Printed Name _____

Email _____ Date _____

Organisation Name (LICENSEE) _____

Address _____

Post/Zip code _____ Telephone _____ Facsimile _____

AUTHORISED SIGNATURE (behalf of LICENSEE accepting License Terms & Conditions) _____

SECTION 2: Order Details

ITEMS	Purchase Order #	No. of License(s)	Price per License	TOTAL COST
PERTMASTER FOR MS PROJECT			\$845	
TOTAL PAYABLE				

(i) Annual Renewal Fees are payable 12 & 24 months after first order date / (ii) Please add local sales tax where applicable / (iii) If appropriate please fax a copy of your purchase order with this order form /

SECTION 3: Delivery Address Details

Contact Person _____

Telephone _____ Email _____

Organisation Name _____

Address _____ Post/Zip code _____

SECTION 4: Payment Details – Please ✓

Invoice my company

Invoice Person _____

Telephone _____

Email _____

Organisation Name _____

Address _____

Post/Zip code _____

Accept payment by credit card

Card type (Visa / MasterCard / Amex) _____

Statement address (if different from above) _____

Card number _____

Cardholders Name _____

Valid from _____ Expiry Date _____

Cardholder signature _____



LICENSE TERMS & CONDITIONS
PERTMASTER FOR MS PROJECT SOFTWARE

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During the term of this agreement the LICENSEE shall be required to make at least one "Initial License Fee" payment to PERTMASTER. The "Initial License Fee" covers the LICENSEE under this agreement for an initial period of twelve months.

To renew this agreement for annual periods the LICENSEE is required to pay a "Renewal Fee" for the SOFTWARE. Upon non-renewal of the SOFTWARE, then the SOFTWARE is deemed "Out of MAINTENANCE", and as such this agreement is TERMINATED. Any future support for "Out of MAINTENANCE" licenses will require a fee to be paid by the LICENSEE as specified by PERTMASTER.

All payments are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. LICENSEE shall be liable for payment of all such taxes, however designated, levied or based on LICENSEE's possession or use of the SOFTWARE or on this Agreement, including without limitation, state or local sales, use, value-added and personal property tax, but excluding any tax on the net income of PERTMASTER.

PERTMASTER reserves the exclusive right to increase ALL SOFTWARE fees from time to time.

PERTMASTER will increase the "Renewal Fee" annually in January by a minimum of 3% + RPI.

MAINTENANCE
For as long as this agreement is under paid maintenance, PERTMASTER or an authorized PARTNER shall provide maintenance beginning the date LICENSEE receives the software.

Maintenance includes updates and enhancements to the SOFTWARE when and if developed and reasonable efforts to correct error deficiencies in the SOFTWARE.

Maintenance further includes reasonable technical assistance via email ONLY (support@pertmaster.com). LICENSEE agrees that the determination of the extent and definition of technical support required shall rest exclusively with PERTMASTER and that PERTMASTER is not required to correct every error problem LICENSEE may have with the SOFTWARE.

PERTMASTER agrees to respond to all email technical support questions within a reasonable period of time, and no longer than 48 hours.

GENERAL PROVISIONS
This Agreement will be governed by and construed in accordance with the laws of England and Wales. Any questions concerning this Agreement should be referred in writing to Pertmaster at The Old Fire Station, 140 Tabernacle Street, London, EC2A 4SD, United Kingdom.

PERTMASTER shall not be liable for delays or non-performance of this Agreement occasioned by strikes, fires, accidents or other causes beyond the control of PERTMASTER.

This Agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein. This Agreement shall also prevail over any purchase order submitted for the SOFTWARE.

The headings for each section are stated for convenience only and are not to be construed as limiting.

If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.

In compliance with the Data Protection Act 1998, please tick the following box if you do not wish to receive marketing campaign materials from PERTMASTER or any PERTMASTER partner in the course of promoting their business. This does not apply to correspondence made to ensure performance of this contract.

Pertmaster requests the right to use the LICENSEE corporate name and corporate marketing logo for its future marketing campaigns. This right exists under the lifetime of this agreement and in compliance with the data protection act 1998 please tick below if you deny this request.