

APPLICATION FOR *ePete*® SOFTWARE LICENSE

This Application for Software License Agreement (“Application”) this _____ day of _____, 20____ (“Effective Date”) by (enter name)

_____,
having its principal office and place of business at (enter complete address)

(“LICENSEE APPLICANT”) with reference to the following:

RECITALS

A. WHEREAS, The Egoscue Method, Inc., a California corporation, (“Licensor”) is in the business of providing posture analysis and anatomical function programs to its clients;

B. WHEREAS, Licensor is the developer, owner, and proprietor of all right title and interest therein throughout the world in that certain “Software” (as defined herein); and

C. WHEREAS, Licensee Applicant desires to obtain a limited license to use the Software subject to the conditions contained herein this Application, and understanding that no license of any type shall be granted or issued without approval of this Application by Licensor and written grant of license to Licensee Applicant.

1. Definitions: For purposes of this Application, “Software” shall refer to that certain *ePete*® software application attached hereto and made a part hereof. All other capitalized terms shall have the meanings given to them in this Application.
2. Training: It is a prerequisite to obtaining any License from Licensor that Licensee Applicant complete the posture analysis Egoscue Online Training Program (“Training”). Licensee Applicant hereby represents and states that Licensee Applicant has either

(Check the appropriate box below):

- Completed Egoscue PAS Training; or
 Currently enrolled in Egoscue PAS Training

3. License Scope & Fees: Licensee Applicant requests the following

(Check the appropriate box below):

- Single User**—for implementation, installation and use by one (1) individual licensed user, a fee @ **\$99 paid monthly in advance.**
 Multi User—for implementation, installation and use by two (2) or more licensed users within the same organization, a fee @ **\$199 paid monthly in advance.**

4. Term: Licensee Applicant accepts the following term, recognizing and agreeing that any license granted to Licensee Applicant shall be revocable at Licensor's option at any time in the event of Licensee Applicant's failure to satisfy any of the terms of this Application.

(Initial to acknowledge):

_____ **Month-to-Month (Single User).** Total sign-up fees @ \$198 include first and last month's usage. Cancellation notice should be given *before the first day of the next billable month*. If notification is received after the 1st of the month, Licensee Applicant is responsible for applicable fees for that month.

_____ **Month-to-Month (Multi User).** Total sign-up fees @ \$398 include first and last month's usage. Cancellation notice should be given *before the first day of the next billable month*. If notification is received after the 1st of the month, Licensee Applicant is responsible for applicable fees for that month.

5. Software Training- Licensee Applicant understands and acknowledges that before Licensee Applicant and any of its users shall be granted access to the Software, Licensee Applicant and its users shall: a) complete (either by phone or internet) the Software Tutorial Instruction and Training Program ("Software Training") as required by Licensor; and b) return the signed acknowledgement and completion of Software Training to Licensor.
6. System Requirements: Licensee Applicant has obtained, from Licensor, the system hardware and peripherals requirements necessary to install and properly run Software, and hereby acknowledges and agrees that its system meets such minimum requirements.
7. Incorporation- All terms and conditions as contained in this Application shall, should any license be granted to Licensee Applicant, be incorporated into, subject to, and made a part of any subsequent license agreement granted to Licensee Applicant.
8. Payment Information- My payment of the applicable Set Up Fee, first and last months' Maintenance Fees is enclosed in the following form. I hereby authorize Licensor to charge my Credit Card in the amount set forth below:

Credit Card (Visa, MasterCard, American Express, Discover)

Please Note: this credit card will be used for automatic monthly payments that occur every month.

Card Number: _____

Expiration Date: _____

Amount to be Charged: \$ _____ (*first & last month's fees*)

LICENSEE APPLICANT

Name of Entity - Please Print

By: _____
Signature

Title

APPLICANT CONTACT INFORMATION	
	<i>*Unless otherwise indicated, your User Name and Password will be the same as your Egoscue University account.</i>
Requested USER NAME*:	
Requested PASSWORD*:	
Email:	
Telephone:	
Business Name (if applicable):	
Address:	
City, ST Zip:	

Please fax or mail this completed application to:
Fax: (858) 792-6038

**The Egoscue Method
ATTN: ePete Licensing
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San Diego, CA 92130**