

ProTracker Software, Inc.

P. O. Box 514
HAMPTON, NH 03843-0514
603-926-8085
E-Mail: info@protracker.com
Website: www.protracker.com

Data Conversion Agreement

Today's Date: _____
Company Name: _____
Firm Contact: _____
Authorization Signature: _____
Phone: _____ E-Mail: _____

Data Conversion Fee: _____

Conversion Fee must be paid by check, mailed to:

ProTracker Software, Inc.
P. O. Box 514
Hampton, NH 03843-0514

By signing the Data Conversion Agreement, you agree to be bound by the terms and conditions set forth in this Agreement.

Terms of Data Conversion Agreement

1. *Confidential Information.* ProTracker Software, Inc., will restrict disclosure of your company data to employees or agents of ProTracker on a need to know basis and not disclose it to any other person or entity.
2. *Authority.* Each party warrants that it has the authority to enter into this Agreement for themselves and their affiliates.
3. *Termination/Cancellation.* ProTracker reserves the right to terminate or cancel the User License and Annual Maintenance due to non-compliance with the License Agreement.
4. *Conversion Completion.* ProTracker Software, Inc., will convert the data and import it to the appropriate fields available in ProTracker Advantage. If data does not match the fields in ProTracker Advantage, ProTracker Software, Inc. will, to the best of its ability, place the data in an area accessible to your firm to the maximum extent possible.

ProTracker Software, Inc., will not be liable to you or to any third party for any special, incidental or consequential damages or other similar claims, including but not limited to, loss of profit, loss of data, or costs of recreating lost data. The officers, directors, employees, shareholders and representatives of ProTracker Software, Inc., are not parties to this Agreement and shall have no obligation or liability relating to this Agreement.