

# **ProTracker Software, Inc.**

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## **Data Conversion Agreement**

Today's Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Firm Contact (*please print*): \_\_\_\_\_  
Authorization Signature: \_\_\_\_\_  
Weekend Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_  
Data Conversion Price: \_\_\_\_\_

**PAYMENT:** Credit Card: \_\_\_VISA \_\_\_MasterCard \_\_\_AMEX \_\_\_Discover  
Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_ / \_\_\_\_ Security Code \_\_\_\_\_  
Name on Card: \_\_\_\_\_  
Credit Card Billing Address: \_\_\_\_\_

Read the following Conversion Agreement carefully. By your signing the 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 their 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.