

Virtual Learning License Form

COURSE TITLE	Quantity
Enterprise Guide: Querying and Reporting	
Introduction to Programming Using SAS® Software	
Programming I: SAS® Essentials	
Programming II: Data Manipulation Using the Data Step	
Programming III: Advanced Techniques	
Report Writing: A Programming Approach	
Graphing in SAS® Software	
SQL Processing with SAS® Software	
Output Delivery System (ODS) Basics	
Macros in SAS® Software	
Version 9 Changes & Enhancements	
Base SAS® Certification Preparatory Course	
Add-In for Microsoft Office; the Excel and Word Interface to SAS®	
	Total Quantity
Additional Notes	

**Please note that each virtual learning course package includes the course and workbook for the specific course(s) purchased.

Explanation of Terms

License

All courses are licensed annually, unless specified, to the purchaser from the time of sale. Courses may only be used by employees and contractors of the organization.

This License Agreement (the "Agreement") is effective as of the date set forth below, between Destiny Corporation ("Destiny"), a Connecticut corporation having an office at 2075 Silas Deane Highway, Rocky Hill, Connecticut 06067 and the individual identified as accepting this offering ("Licensee").

Recitals.

- a. Destiny is the owner of a virtual training software package described in above table, (the "Training Software").
- b. Licensee desires to license the Training Software for the purpose of receiving the training and is willing to be bound by the terms and conditions of this License Agreement.

Now, therefore, in consideration of the mutual promises and representations made below, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of License
 - 1.1 Subject to the terms and conditions of this Agreement, and payment by Licensee of the fees set forth in Exhibit B of this Agreement, Destiny hereby grants to Licensee a limited, non-exclusive, license (the "License") for Licensee to use the Training Software on the PCs identified in Exhibit C pursuant to the terms and conditions of this License. Licensee may not transfer or install the Training Software on any other PC.
 - 1.2 Licensee shall have no right to distribute the Training Software to any other entity, in any form whatsoever. Licensee shall not provide any supplied Training Log or IDs/Passwords to any personnel who are not employees of Service.
 - 1.3 Licensee shall not in any way alter or modify the Training Software.
 - 1.4 Licensee shall honor and utilize all copyright, trademark and/or service mark designations contained within the Training Software.
 - 1.5 Licensee shall not reverse engineer the Training Software or any portion of it for any reason. Additionally, Licensee shall not reproduce, deactivate or bypass any security device or features supplied with the Training Software.
 - 1.6 Licensee shall only use the Training Software for any other purpose other than that set forth herein.
 - 1.7 Destiny's virtual Training Software are supplied with a non-transferable single user license. This permits the Licensee to install the course on a single PC for use by a single user. A single user is defined as a sole individual. A single user license does not provide for shared use of Destiny's virtual learning courses. This is a non-transferable license that permits the Licensee to install the training content on one PC to train one user only who is identified in Exhibit C. Duplication, sharing, multiple installations and/or electronic transmission of any content are in violation of this agreement. Installation on a shared computer is not permitted.

- 1.8 Any changes to the date configuration of the computer identified in Exhibit C where the Training Software is installed upon will void Training Software License. Destiny will not reissue a replacement license in this scenario.
2. Title to Training Software.
 - 2.1 All proprietary rights to the Training Software, and any works derived from it, shall remain at all times with Destiny Corporation. Licensee shall not have any rights in the Training Software except as expressly granted by this License Agreement.
3. Warranty by Destiny Corporation and Limited Remedy for Breach.
 - 3.1 Title. Destiny warrants that it has the full right and power to license the Training Software. Destiny further warrants that the Training Software does not infringe upon any United States patent, copyright, trade secret or other proprietary right.
 - 3.2 Performance. Destiny shall use reasonable business efforts to secure connections to any errors or defects in the Training Software; provided, however, that Destiny does not warrant that the Training Software will operate completely free of error. If the Licensee shall encounter difficulties with the Training Software, then Licensee may notify Destiny at www.vdestiny.com. Destiny shall make a reasonable effort to respond within forty-eight (48) hours of receipt of such notice.
 - 3.3 Disclaimer.
 - 3.3.1 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 - 3.3.2 The warranties set forth in Sections 3.1 and 3.2 are void if the Training Software is modified in any way, or if it is used on any computer other than the computer(s) specified in Exhibit C.
 - 3.4 Limited Remedy for Breach of Section 3.1. Should the Training Software become, or in Destiny's opinion be likely to become, the subject of a claim of infringement or trade secret misappropriation, Destiny may, at its option and expense, obtain for Licensee the right to continue using the Training Software, or replace or modify it so that its use becomes non-infringing or otherwise lawful. If neither remedy is reasonably available to Destiny on terms which it deems to be commercially reasonable, then Destiny shall accept the return of the infringing Training Software for a refund of the license fee. The foregoing shall be Licensee's sole and exclusive remedy for such infringement. This limited remedy shall remain in full force and effect regardless of whether Licensee's claim is based in contract, warranty, tort, product liability, intellectual property infringement or otherwise.
 - 3.5 Limited Remedy for Breach of Section 3.2. In the event of a breach of Destiny's warranty of performance under Section 3.2, Destiny shall use reasonable commercial efforts to correct the error(s) within a reasonable time. If Destiny is unable to do so, Destiny may, in its sole discretion, offer to reduce the license fee to an amount acceptable to Licensee, and if the offer is accepted, the Training Software will then be deemed acceptable to Licensee with the errors. Destiny would have no warranty obligations with regard to those errors. If Destiny and Licensee do not arrive at a mutually acceptable reduced license fee within thirty (30) days from the date of the notice of the breach of warranty, then either Licensee or Destiny may terminate the License, in which case Destiny shall refund the license fee to Licensee. In the event either party terminates the License, Licensee shall immediately discontinue its use of the Training Software. This limited remedy shall remain in full force and effect regardless of whether Licensee's claim is based in contract, warranty, tort, product liability, intellectual property infringement or otherwise..

- 3.6 Limitation of Destiny's Liability for Damages.
- 3.6.1 In no event shall Destiny's liability for damages to Licensee exceed the amount of license fees actually received by Destiny under this License Agreement.
- 3.6.2 IN NO EVENT SHALL DESTINY BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED OR CLAIMED BY LICENSEE OR ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, EVEN IF DCZ Venture HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES BEING INCURRED. THIS DISCLAIMER OF CONSEQUENTIAL DAMAGES SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT LICENSEE'S LIMITED REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.
- 3.6.3 The disclaimers of liability found in this Section 3.6 shall apply regardless of whether Licensee's claim is based in contract, warranty, tort, product liability or intellectual property infringement.
4. License Fee.
- 4.1 For the right to use the Training Software as authorized by this Agreement, Licensee shall pay Destiny the fee or fees shown in Exhibit B, unless otherwise agreed to in writing. All amounts shall be paid in U.S. Dollars and are due within thirty (30) days of the date of the invoice from Destiny. Destiny expressly reserves the right to increase the fees set forth in Exhibit B upon thirty (30) days notice, and any such increases shall apply to orders made after the date of the increases.
- 4.2 Licensee agrees that any unauthorized use of the license granted hereunder shall be a breach of this Agreement for which it shall be responsible. Licensee shall remit payment for all unauthorized use and unpaid license fees plus a fifty (50) percent penalty and all legal fees due to Destiny Corporation according to Section 4.1 hereof within 30 days of such use. All unauthorized license fees will be charged at current commercial rates.
5. Termination.
- 5.1 Destiny may terminate this License upon immediate notice to Licensee in the event that Licensee provides licenses, sells or otherwise transfers a copy of the Training Software or to any third party in breach of this Agreement, and Licensee shall not be provided an opportunity to cure.
- 5.2 In the event of termination for any reason, Licensee shall immediately cease use of the Training Software and shall either return it to Destiny Corporation or erase it from its computers and destroy the associated documentation. In either event, Licensee shall, within ten (10) days of the termination, certify in writing to Destiny Corporation that Licensee has complied with this Section.
- 5.3 Licensee shall not be entitled to a refund of its fees under this Agreement in the event of any termination unless this Agreement is terminated by Destiny without cause, in which event the fee paid shall be prorated and that portion of the fee attributable to periods after the termination shall be returned to Licensee.
6. Additional Terms and Conditions.
- 6.1 Entire Agreement. Upon acceptance of this Agreement by both parties, this Agreement shall be binding upon and inure to the benefit of the parties, shall constitute the entire agreement between the parties and shall supersede all other oral or written agreements or understandings between the parties concerning the subject of this Agreement. THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY EACH PARTY OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY.
- 6.2 No Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance with any representation, warranty or covenant contained in this Agreement. The waiver by a party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.
- 6.3 No Assignment. Licensee may not assign or subcontract to any other party all or any part of this Agreement, its obligations hereunder, or any other interest herein or any rights hereunder without Destiny's prior written consent.
- 6.4 Notices. All notices and other communications provided for or permitted shall be sufficient if contained in writing and delivered by hand or sent by facsimile, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address set forth herein.
- 6.5 Provisions Deemed Unenforceable. If any provision of this Agreement is for any reason held invalid, illegal, void or unenforceable, all other provisions of this Agreement will remain in full force and effect and the

invalid, illegal, void or unenforceable provision shall be replaced by a valid, legal and enforceable provision that is closest to the original intention of the parties.

- 6.6 Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without giving effect to conflict of laws provisions.
- 6.7 Relationship of Parties. The parties agree that each party shall undertake performing its obligations pursuant to this Agreement as an independent contractor. Nothing contained herein or done pursuant to this Agreement shall make either party or its agents or employees the legal representative, agent or employee of the other party for any purpose whatsoever.
- 6.8 Survival of Obligations. The obligations of sections 2, 3, 4, 5, and 6 shall survive the termination of this agreement.
- 6.9 Arbitration. Any dispute arising directly or indirectly from the performance or breach of a party's obligations under this Agreement shall be resolved by binding arbitration before the American Arbitration Association, using its then current Commercial Arbitration Rules. The panel shall consist of three arbitrators. The Arbitration Panel shall be authorized to resolve all questions of law and fact between the parties, but shall not be authorized to award special, consequential or punitive damages. Venue for the arbitration shall be in Hartford, Connecticut. Each party shall pay for its own legal fees incurred in the arbitration, but the parties shall evenly divide the cost of the arbitration itself. The award of the Arbitration Panel may be entered as a judgment in any court of competent jurisdiction. Licensee expressly consents to the jurisdiction of the United States District Court for the District of Connecticut and to the jurisdiction of the Superior Court of Connecticut. Notwithstanding any of the foregoing, Destiny may, in its sole discretion, apply to any court of law or equity for relief in the event that Destiny claims Licensee has or may disclose any of the Training Software to a third party.

PLEASE READ THE TERMS AND CONDITIONS SET FORTH ABOVE CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE TRAINING SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY INSTALLING THE TRAINING SOFTWARE OR USING THE TRAINING SOFTWARE, YOU HAVE INDICATED THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT ALL OF ITS TERMS.

IF YOU DO NOT ACCEPT OR AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK THE "I DO NOT AGREE" BUTTON. DO NOT INSTALL, COPY, ACCESS OR MAKE ANY OTHER USE OF THE TRAINING SOFTWARE.

Additional Guidelines:

- *The Licensee will designate a representative to serve as a contact point.
- *All payments must be received by Destiny to receive the Training Software.
- *All Training Software expires 12 months from date of signed agreement unless otherwise specified in writing. Licensee must complete any activations within this designated time.
- *Shipping charges are not included and will be added to the total invoice.
- *Taxes are not included in pricing and apply as required by law.

Cancellation Policy:

Cancellations must be received prior to the start of the production run. Once the production run has started Destiny will not be able to cancel the Training Software order. A production run is defined as any part of the process of creating CDs, web services or processing the order.

PLEASE READ THE ABOVE POLICIES AND GUIDELINES AND SIGN BELOW. BY SIGNING YOU ARE AGREEING TO THE TERMS AND CONDITIONS STATED ABOVE.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Please note that personal checks are not accepted. We accept the following credit cards only: Visa, Mastercard, AMEX and Discover. We also accept purchase orders. Please fax a copy of the purchase order with this form, when using this method of payment.

Your Information:

First Name	Last Name
Organization:	Email:
Telephone #:	Fax #:

Payment Information:

First Name and middle initial (as it appears on the Credit Card):	Last Name (as it appears on the Credit Card):
Credit Card Type:	Credit Card Number:
Credit Card Expiration Date:	Credit Card 4 Digit Security Code:
Authorization Signature:	

Billing Address:

c/o	
Address:	City
State	Zip

Shipping Information: Check this box if same as billing address:

c/o	
Address:	City
State	Zip

Contact Information: Check this box if same as above:

First Name	Last Name
Organization:	Email:
Telephone #:	Fax #:
Address:	City
State	Zip

Please indicate if the ship to Address is business or residential.

<p>For pricing information, please contact a Sales Executive at (860) 721-1684 or US toll free (800) 787-2464.</p>	<p>Destiny Corporation 2075 Silas Deane Highway, Rocky Hill, CT 06067-2338 Phone: (860) 721-1684; US toll free (800) 787-2464 Fax: (860) 721-9784 Email: info@vdestiny.com; Website: www.vdestiny.com</p>
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Please complete all requested information, sign the form and fax to (860) 721-9784. Please follow up with an email to info@destinycorp.com indicating the fax has been sent.