

Rental Agreement

Cabinet Pro LLC

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LIMITED WARRANTY: Cabinet Pro LLC is the developer and distributor of software for closets, garages, and the Kitchen & Bath Industry. This software is fully supported and periodically enhanced with new features. As with any large and complicated program that performs a multitude of tasks, this software package may contain errors. You are advised to perform manual checks on its performance until you have utilized each particular routine of the program. Although all of our software programs will have undergone extensive testing before their distribution, Cabinet Pro LLC cannot promise perfection. Cabinet Pro LLC does, however, agree to rectify any programming errors that may be found with the highest priority.

- Cabinet Pro LLC or any of its representatives are hereby released and are deemed to be not responsible in any way for any loss of profits, loss of business, material damage, personnel injury, or CNC router damage resulting from the use of this product - even if such loss, injury, or damage can be shown to be a result of the proper use of this product or of suggestions made by its representatives.
- This rental includes one seat, where a "seat" is defined as one installation on a given computer. One and only one Registration Number shall be given per seat to install the software. There are **no refunds** on any part of this rental.
- The term "month" as used in this agreement refers to a 30-day period. This Agreement allows the **right to use** the software for the duration of this rental agreement. This right to use this software is not transferable to another party, **nor** can it be sold to another party.
- There exists a **required** yearly charge for updates and general technical support, due in January of each year. Updates consist of program enhancements as well as corrections of known errors. The renter is required to pay a pro-rated amount to the end of the current calendar year to continue receiving updates and technical support as well as monthly program renewal codes. Technical Support and Registration Numbers shall only be given for the most current version of the rented program. Old versions will not be supported. Access codes for each month will only be given for the most recent version.
- If this rental includes a CNC edition of our software, the Renting Company agrees to provide correct CNC code format and commands to Cabinet Pro LLC that are necessary to operate the CNC router of the Renting Company. Cabinet Pro LLC agrees to adjust the CNC code output so that it is in accordance with the specifications the Renting Company provides. There may be a charge for this adjustment so the renter is advised to inquire, *prior to renting*, if his CNC router is already supported, or if a new Post Processor must be made at additional charge. The Renting Company agrees that the CNC code format and commands it will provide Cabinet Pro LLC will be in accordance with what is suggested by the manufacturer of his specific CNC router.
- The rental of this software is considered to originate from Jackson County, Oregon, and therefore **no sales tax will be collected**. The Company and/or person bound in this contract has the responsibility of paying sales tax in his/her state, if it is applicable. In addition, it is agreed that any arbitration or litigation initiated by either party arising from any issue involving Cabinet Pro LLC and the Company and/or person bound in this contract is to be filed in Jackson County, Oregon.
- If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- The monthly Rental Fee shall consist of the amount shown at the PRICES link at <http://www.cabinetpro.com>, and is subject to change without notice.
- Payment for 3 months in advance is due each 90 days. The software will stop operating on the 91st day, unless a new Access Code is entered. The Access Code will be emailed to the customer within 3 working days of payment. All CNC Versions require a one-time payment of \$600 per Post Processor.
- If payment is late, then this will constitute an automatic termination of this agreement with no penalties and with no further rent due.
- This is strictly a Rental Agreement, where **either** party may terminate the service at any time without penalties. There shall be no refunds on any unused portion of payments made. This is **not** a "rent-to-own" agreement.
- Onsite training or individualized one-on-one training is available at additional cost.

Special Stipulations: _____

Check the Program & Option being rented:

Cabinet Pro Std. Option 3 Option 4 Option 5

Cabinet Pro Option 3 Option 5

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Credit Card Number: _____ Expiration Date: _____

Name (please print): _____ 3-Digit Security Code (CCV): _____

By signing this Agreement, I affirm that I have read the Company Policies of Cabinet Pro LLC at www.cabinetpro.com:

Signature: _____ Date: _____

Your signature above denotes agreement with the terms set forth in this Contract