

SUBSCRIBER LICENSE AGREEMENT

IMPORTANT: DO NOT USE THIS ONLINE SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS SERVICE AGREEMENT

This is a legal agreement between you, the on-line service subscriber, and Tennis Learning Management Systems Corporation ("TennisLMS"). By using this on-line service you are consenting to the terms of this Agreement. **If you do not agree to the terms of this Agreement, DO NOT USE THIS ON-LINE SERVICE**

1. DEFINITIONS/GENERAL: As used in this Agreement, "Service" means Tennis Learning Management Systems Corporation online service. "Subscriber" means the individual who is registered to use the Service, who has an individual User ID and password to gain access to the Service.

"Order form" means the form that a prospective Subscriber must complete in order to register for the Service and become an actual Subscriber. "Subscription Period" means the period of time, selected by Subscriber in the Order form, during which Subscriber will have access to the Service. Where used herein the term "You" or "you" shall refer to the Subscriber.

2. BACKGROUND: Your Subscription to the Service will provide you with unlimited access to the Service, for the duration of your Subscription Period, for purposes of creating a limited number of tennis player profiles (based on paid subscription you choose). A subscription license is required for each user having access to the Service.

3. LICENSE AND RESTRICTIONS: In consideration of the subscription fees paid, Tennis Learning Management Systems Corporation hereby grants to Subscriber a limited, non-exclusive, non-transferable, license to use the Service during the Subscription Period and for a single Subscriber only ("Subscription"). If you wish to obtain access for more than one user, you must purchase a Subscription to the Service for each additional user needing access. Under no circumstance may you allow a greater number of users to access the Service at any one time than the total number of Subscriptions for which you have paid. A Subscription may not be shared or used concurrently. The Service shall be used solely by Subscriber for its own tennis learning purposes. You agree to use reasonable efforts to protect against unauthorized use of the Service. All rights not specifically granted in this Agreement are reserved by Tennis Learning Management Systems Corporation.

3.1 UNLESS OTHERWISE EXPRESSLY PERMITTED HEREIN YOU MAY NOT: (1) use the service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the "Tennis Learning Management Systems Corporation parties"), or any customer of a Tennis Learning Management Systems Corporation party; (2) use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam"); (3) use any unauthorized third party software or service to access the Tennis Learning Management Systems Corporation; (4) use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Tennis Learning Management Systems Corporation, or "meta-searching"); (5) use any unauthorized means to reverse engineer, modify or reroute, or attempt to modify or reroute, the service; (6) damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone's use and enjoyment of the service; or (7) resell or redistribute the service, or any part of the service (8) sell, rent, lease or lend access to the

Service; (9) allow another person or entity to use your individual user ID and password without a prior written agreement with Tennis Learning Management Systems Corporation.

3. 2 HOW YOU MAY USE THE SERVICE:

In using the service, you will: (1) obey the law; (2) obey any codes of conduct or other notices we provide; (3) obey the Tennis Learning Management Systems Corporation Anti-spam Policy; (4) keep your service account password secret; and (5) promptly notify us if you learn of a security breach related to the service.

4. TERM AND TERMINATION: The Term of the license granted herein shall be for the Subscription Period you select in the Order Form. Upon expiration of the Subscription Period, Subscriber must discontinue all use of the Service. If you fail to comply with any provision of the Agreement at any time, termination is automatic, without notice and without refund from Tennis Learning Management Systems Corporation, and without the necessity for recourse to any judicial authority. Upon termination for default, you must cease all use of the Service. Tennis Learning Management Systems Corporation may also enforce its other legal and equitable rights. You may terminate or cancel your Subscription at any time. You understand and agree that cancellation of your Subscription is your sole right and remedy with respect to any dispute with Tennis Learning Management Systems Corporation. Tennis Learning Management Systems Corporation reserves the right to discontinue providing the Service at any time. Your sole remedy with respect to Tennis Learning Management Systems Corporation's discontinuance of the Service will be a pro-rata refund of Subscription fees paid.

5. SHARING OF SUBSCRIBER USER ID AND PASSWORD: You are responsible for safeguarding the use of your individual User ID and password. In the event it is discovered that your individual User ID and password is also being used by another person or entity other than the Subscriber, Tennis Learning Management Systems Corporation in its sole discretion, may terminate your Subscription immediately without refund or bill you for another Subscription.

6. YOU ARE RESPONSIBLE FOR YOUR LOGIN ID (SERVICE ACCOUNT):

Only you may use your login ID (service account). For some parts of the service, we may notify you that you may set up additional member accounts that are dependent on your account (an "associated account"). You are responsible for all activity that takes place with your service account or an associated account. You may not authorize any third party to access and/or use the service on your behalf.

7. IF YOU ARE AN ASSOCIATE ACCOUNT USER:

If you are the user of an associated account, then the holder of the service account has full control over your associated account. This control includes the right to end the service, close or alter your associated account at any time, and, in some cases, to request and receive machine and service use information related to your associated account.

8. UPDATES TO YOUR BILLING ACCOUNT: You must keep all information in your billing account current, including your billing address and the expiration date of your credit card. You can access your billing account at through My Subscription page (<http://www.tennislms.com>) once logged in where you can make changes to your billing account. You may change your payment method at any time. If you tell us to stop using your payment method, we may cancel your service. **Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.**

9. PRICES AND PRICE INCREASES: The price for the service excludes all taxes and phone charges, unless stated otherwise. These taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the service from time to time, but we will tell you before we do.

- If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.
- If your service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date of any price change. That date will be not less than 30 days after we tell you of the price change.

If you do not agree to these changes, then you must cancel and stop using the service before the changes take place. If you cancel your service, then your service ends at the end of your current service time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

10. CANCELING THE SERVICE: You may cancel the service at any time, with or without cause. Go to <http://www.tennislms.com> to obtain information on cancelling your service. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay all charges made to your billing account.

11. REFUND POLICIES: We offer a 30-day no hassle refund policy (<http://www.tennislms.com/refund-policies.htm>) from the date of purchase if you are in anyway unsatisfied with the service. In order to receive refund you need to send email to refunds@tennislms.com with your user ID within first 30 days of use of our service. Unless otherwise provided by law, all charges after 30-days are non-refundable unless stated otherwise and the costs of any returns will be at your expense.

12. PRIVACY: We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of Tennis Learning Management Systems Corporation, its employees, its customers or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

In order to provide you the service, we may collect certain information about service performance, your machine and your service use. We may automatically upload this information from your machine. This data will not personally identify you.

13. WE MAKE NO WARRANTY: We provide the service "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the service. The Tennis Learning Management Systems Corporation parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

14. LIABILITY LIMITATION: You can recover from the Tennis Learning Management Systems Corporation parties only direct damages up to an amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

15. DISCLAIMER REGARDING THE SERVICE: THE SERVICE IS PROVIDED "AS IS." EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY WAY OF FURTHER EXAMPLE AND NOT LIMITATION, TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE SERVICE. THE ENTIRE RISK AS TO THE USE OF THE SERVICE IS ASSUMED BY YOU. TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS. TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION RESERVES THE RIGHT TO INTERRUPT ACCESS TO THE SERVICE AT ANY TIME TO CONDUCT ROUTINE AND EMERGENCY MAINTENANCE AS NEEDED AND THEREFORE TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT ALL TIMES. DUE TO THE INHERENT NATURE OF THE INTERNET, TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE AND DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIME OR LOCATIONS OF THEIR CHOOSING OR THAT TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN A SPECIFIC GEOGRAPHIC AREA. ACCESS MAY BE LIMITED, ESPECIALLY DURING PEAK TIMES. IN NO EVENT SHALL TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE SERVICE OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION IS THE CANCELLATION OF YOUR SUBSCRIPTION AS DETAILED ABOVE IN SECTION 4. IN THE EVENT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INEFFECTIVE, YOU HEREBY AGREE THAT TENNIS LEARNING MANAGEMENT SYSTEMS CORPORATION'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY YOU FOR THE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING PROVISION WITH RESPECT TO EXCLUDING OR LIMITING SUCH DAMAGES MAY NOT APPLY TO YOU.

16. ACKNOWLEDGMENT: You acknowledge that you have read this LIMITED WARRANTY, understand it, and agree to be bound by its terms and conditions. You also agree that: (1) No oral or written information or advice given by Tennis Learning Management Systems Corporation, its dealers, distributors, agents or employees shall in any way increase the scope of this Limited Warranty, and you may not rely on any such information or advice. (2) Unless a written governing agreement signed by you and Tennis Learning Management Systems Corporation exists, this Agreement is the complete and exclusive statement of agreement between Tennis Learning Management Systems Corporation and you, and supersedes all proposals, oral or written, and any other communications you may have had prior to purchasing your license.