

**DALACA POWER MARKETING
MAGIC 9**

LICENSE AGREEMENT INCLUDING TERMS AND CONDITIONS

DALACA, LLC, the owner and LICENSOR of the “DALACA Power Marketing Magic 9” agrees to license the LICENSEE, the rights to use and market the “DALACA Power Marketing Magic 9” which consists of 9 different marketing systems and sales tools, under the terms and conditions of the below included LICENSE AGREEMENT.

In order to be granted the licensing rights to use our DALACA Power Marketing Magic 9 and each of its marketing systems and sales tools, the LICENSEE agrees to pay DALACA, LLC a recurring monthly fee of \$195, except for the first month, where the initial fee is \$295.

It is to be clearly understood by the LICENSEE that by making your initial payment of \$295, you are swearing that you have read in its entirety the Terms and Conditions of this License Agreement and that you accept and agree to all its Terms and Conditions.

Usually, within several hours from our receiving your initial payment of \$295, we will email you the Licensee, the first 3 of our 9 different marketing systems and sales tools. These marketing systems and sales tools are named our products DPM#1, DPM#2 and DPM#3.

Included with our above DALACA Power Marketing Magic 9 products DPM#1, DPM#2 and DPM#3 email and attachments, we will also give you, the LICENSEE, the website address for your Back Office. Your Back Office will primarily give you sufficient enough information to get you started with everything you will be receiving.

Then afterwards, as long as you, the LICENSEE, continues to pay without any interruption, our monthly recurring license fees, for approximately every continuous 90 days period, from your initial payment date, we will email you our remaining products DPM#4 to DPM#9.

Within about the first 90 days, from our receiving your initial payment and Licensing Agreement acceptance and confirmation, we will email you our products DPM#4 and DPM#5.

Then within about 90 days, after the above first 90 days period, we should be emailing you, the LICENSEE, our products DPM#6 and DPM#7.

Finally, within about 90 days, after the previous above mentioned 90 days period, we will email you our products DPM#8 and DPM#9.

It is additionally important to be understood that you, the Licensee may cancel this Agreement and your recurring monthly Licensing fees at any time by giving us, the LICENSOR at least 30 days advance notice, included in an email

addressed to support@dalaca.com – More information on this issue is detailed below within our “License Agreement”, in part 12, titled “Early Termination”.

It is further understood that the LICENSOR, DALACA, LLC, does not issue any refunds, for any fees that may have been already paid, to the LICENSOR

LICENSE AGREEMENT

This License Agreement is made effective on the date when DALACA receives from the LICENSEE their initial License payment in the amount of \$295.

It is important to note that DALACA Power Marketing is also known as DALACA, LLC or DALACA, and is located at 4808 N. Hubert Ave., Tampa, Florida 33614. DALACA can be reached by phone at (813) 969-0830 and by email at support@dalaca.com

(1) Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of information and instructions for the Licensee to use DALACA’s “DALACA Power Marketing Magic 9”. All of the information and instructions is published and made available to the Licensee by emailed PDF attachments and the following website URL’S: www.DaveCassOne.com, www.DaveCass2.com and www.DaveCass.com

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks, service marks, copyrights and/or patents relating thereto remain with DALACA. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

DALACA hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

(2) Delivery/Access of Licensed Materials to Licensee

As stated above, DALACA will provide the Licensed Materials to the Licensee in the manner mentioned in Part (1).

(3) Fees

Licensee shall make payments to DALACA for use of the Licensed Materials pursuant to the following set forth terms: The monthly subscription fee is \$195, except for the first month, where the initial fee is \$295. Any subscription fees made later than 15 days past their monthly due date could automatically terminate this License Agreement.

The License fees paid by Licensee, does not include any costs that must be paid by the Licensee themselves. This includes the Rewards money to be rewarded by the Licensee, the cost of a phone call blaster and an email auto responder. Note: If for any reason, Licensee is not able to send out their Magic Wednesday email blasts with their own email service they will be required to use a service designated by DALACA.

(4) Authorized Use of Licensed Materials

“Authorized Users” are:

Persons Affiliated with Licensee: Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and the institution of which it is part, regardless of the physical location of such persons.

Walk-ins: Patrons not affiliated with Licensee who is physically present at LICENSEE’S site(s).

Authorized Uses: Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee’s or any Authorized User’s rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

However, It is to be clearly understood that this License is good and granted for only one physical location and it must be for a location, from where the Licensee actually conducts their business. This License does not include multiple locations that the Licensee may franchise, license or otherwise work from. Licensees wishing to use the “DALACA Power Marketing Magic 9” for more than one location are required to purchase separate Licenses, for each additional location, franchisee or licensee.

(5) Access by and Authentication of Authorized Users

Authorized Users shall be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

(6) Specific Restrictions on Use of Licensed Materials

Unauthorized Use: Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Material.

Modification of Licensed Materials: Licensee may not remove, obscure or modify or create a derivative work of the Licensed Materials without the prior written permission of DALACA.

Removal of Copyright, Trademark and/or Patent notices: Licensee may not remove, obscure or modify any legal protection notices, included in the Licensed Materials.

Commercial Purposes: Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

(7) Licensor (DALACA) Performance Obligations

Availability of Licensed Materials: Within 45 days, from the execution date of this License Agreement, DALACA shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation: DALACA will provide and maintain help files and other appropriate user documentation.

Support: DALACA will offer start up support. DALACA will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. DALACA will make its personnel available by email, phone or fax from 9 AM to 5 PM EDT, Mondays thru Fridays, excluding, Holidays for feedback, problem-solving, or general questions.

Quality of Service: DALACA shall use reasonable efforts to ensure that DALACA'S server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Notification of Modifications of Licensed Materials: Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by DALACA and/or that portions of the Licensed Materials may migrate to other formats. DALACA shall give prompt notice of any such changes to licensee. Failure by DALACA to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee. If any modifications render the Licensed Materials less useful to the Licensee or its Authorized Users, the Licensee may treat such modifications as a material breach subject to the Early Termination provisions of this Agreement below.

Completeness of Content: Where applicable, DALACA will inform Licensee of instances where online content differs from the print versions of the Licensed Materials.

Where applicable, DALACA shall use reasonable efforts to ensure that the online content is at least as complete as print versions of the Licensed Materials, represents complete, accurate and timely replications of the corresponding content contained within the print versions of such Materials and will cooperate with Licensee to identify and correct errors or omissions.

Notice of "Click-Through" License Terms or Other Means of Passive Assent: In the event that DALACA requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Authorized Materials, DALACA shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

Compliance with Americans with Disabilities Act: DALACA shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or

devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines, which may be found at <http://www.w3.org/WAI/GL/#Publications>.

Withdrawal of Licensed Materials: DALACA reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. This includes any marketing system or sales tool which DALACA believes is no longer of any value to the Licensee. DALACA shall give written notice to the Licensee of such withdrawal no later 60 days following the removal of any item pursuant to this section.

(8) Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users: Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Local and State Regulations: It is the sole responsibility of the Licensee to review their Local and/or State Regulations, for any restrictions that may apply for Businesses Sales Promotional Reward giveaways.

Protection from Unauthorized Use: Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) DALACA may terminate such Authorized User's access to the Licensed Materials, (b) DALACA may terminate the access of the Internet Protocol ("IP") address(s) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon DALACA'S request. DALACA shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than 30 days and cooperating with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. When access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by DALACA.

(9) Mutual Performance Obligations

Confidentiality of User Data. DALACA and Licensee agree to maintain confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to

information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols: Licensee and DALACA shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

(10) Term

This Agreement shall continue in effect for a period of one year, commencing on the Effective Date.

(11) Renewal

This Agreement shall be renewable at the end of the current term for a successive one year term unless either party gives written notice of its intention not to renew 30 days before expiration of the current term.

(12) Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if DALACA believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. Additionally, without any reason or cause, both the Licensee and **DALACA** shall have the right to terminate this Agreement, 30 Calendar days, after giving written notice of such termination to the other party.

Upon Termination of this Agreement any usage or access to the Licensed Materials by Licensee and Authorized Users shall be immediately terminated.

Additionally, Licensee usage, in anyway, of any one of DALACA'S "DALACA Power Marketing Magic 9" marketing systems and sales tools" will be immediately terminated.

(13) Perpetual License

Except for termination for cause, DALACA hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. This means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

(14) Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

DALACA warrants that it has the right to license the rights granted under this Agreement to use the Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. DALACA shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement. NO LIMITATION SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

DALACA warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of one year from delivery.

(15) Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

DALACA makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and DALACA disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. DALACA makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. DALACA further expressly disclaims any warranty or representation to Authorized Users, or to any third party

(15) Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such

assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

(16) Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

(17) Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws Florida, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Florida shall have jurisdiction to hear any dispute under this Agreement.

(18) Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which is not affected by the dispute.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgement may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

(19) Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party, whose performance is affected.

(20) Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

(21) Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of DALACA and Licensee.

(22) Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(23) Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

All notices given pursuant to this Agreement shall be in writing and may be emailed to support@dalaca.com, hand delivered, or shall be deemed received within 15 days after mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its Notice Address by written notice to the other party.

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