

Bubba Billing End-User License Agreement

This Bubba Billing End-User License Agreement (“EULA”) is a legal agreement between you and Bubba Billing, Inc., and is made for good and valuable consideration including, without limitation, your payment of a license fee to Bubba Billing. No dealer, sales person, vendor, distributor or other third party is authorized to modify this EULA or to make any representation or promise different from, or in addition to, the representations of this EULA.

IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS EULA, YOU HAVE THE RIGHT TO USE BUBBA BILLING. BY USING BUBBA BILLING, YOU ACCEPT AND AGREE TO ABIDE BY THIS EULA.

1. **PLATFORM.** All rights are reserved. No title to or ownership of Bubba Billing is transferred to you. All data entered by you is the sole confidential property of you.
2. **EULA.** All use of Bubba Billing is governed by this EULA. Any use or reproduction not in accordance with the terms of this EULA is expressly prohibited. By copying or otherwise using Bubba Billing, you agree to accept the terms and conditions contained in this EULA and to be bound by them.
3. **LIMITED USE LICENSE.** If you continue to comply with the terms and conditions of this EULA and payment of all applicable fees, Bubba Billing grants you a limited, non-transferable, Limited Term license (“Limited Term” shall mean the period of pre-paid time for which you have purchased the right to use the Bubba Billing Service). Your continuing right to use Bubba Billing is conditioned upon pre-payment of monthly, quarterly, or annual fees.
4. **END USER RESPONSIBILITIES.**
 - a. All Bubba Billing reports and forms are solely for use by trained and licensed (if required in your jurisdiction) experienced end-users, solely in compliance with all applicable laws and regulations. You will ensure that anything generated by Bubba Billing is only used in compliance with this EULA and you agree that Bubba Billing has no responsibility for the use of the forms and contracts.
 - b. You must ensure that anyone you authorize to access Bubba Billing on your behalf complies with this EULA.
5. **LIMITED WARRANTY.** Bubba Billing expressly disclaims any warranty for the output, which is provided “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
6. **LIMITATIONS OF LIABILITY.** BUBBA BILLING AND ANY OF ITS AFFILIATED COMPANIES, ANY OF ITS PERSONNEL, SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR

PROPRIETARY INFORMATION, ANY COSTS OF RECOVERING OR REPRODUCING ANY DATA) RESULTING FROM THE USE OF BUBBA BILLING'S SERVICE OR INABILITY TO USE THE SERVICE. THE USE OF THE DATA AND OUTPUT DERIVED FROM BUBBA BILLING IS THE SOLE RESPONSIBILITY OF THE END-USER.

IN NO EVENT SHALL BUBBA BILLING'S TOTAL LIABILITY TO YOU FOR DAMAGES EXCEED THE AMOUNT PAID BY YOU TO BUBBA BILLING.

7. PRICING, DATA. By using Bubba Billing, you understand and agree that it is your responsibility (a) to make certain that you are in compliance with all applicable laws and regulations; and (b) to confirm the accuracy, of any information you present to any parties. BUBBA BILLING MAKES NO REPRESENTATION OR WARRANTY THAT OUR SERVICE IS IN COMPLIANCE WITH THE LAWS AND REGULATIONS THAT APPLY TO YOU.

8. TERMINATION. If you fail to follow the terms, this EULA will automatically terminate.

9. JURISDICTION, VENUE. AND LAW. This EULA is between you and Bubba Billing and may only be amended by a written agreement that is signed by a representative of both parties. This EULA shall be construed, interpreted, applied and governed in all respects by the laws of the State of Georgia. You agree to irrevocably and unconditionally invoke and/or submit to the exclusive jurisdiction of the United States Federal Court for the Southern District of Georgia, and the Georgia State Courts sitting in Fulton County, Georgia for any dispute relating to this EULA or our service. You further irrevocably and unconditionally agree to waive any objections to venue of any such action or proceeding brought in such court, or to the fact that such court is an inconvenient forum. If any provision in this license is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this EULA shall remain unaffected.