

# Ordering Instructions

To complete your order paperwork, please do the following:

- Complete the **Order Form**.
- Sign the **Advantage Software License Agreement**.
- If paying by credit card, fill out the **Credit Card Authorization Form**.
- If you would like to lease your software, please fill out the **Court Reporter Credit Application** and contact John Marrazzo at Patriot leasing at 1-800-786-0004, extension 134.
- If paying by a **check** or **money order**, make it payable to Advantage Software and mail to the following address:

Advantage Software  
925 Central Parkway  
Stuart, FL 34994.

Please be aware that if you send a check, Advantage Software will wait for the check to clear before sending your software. This may delay your order up to 10 days.

- Fax all completed and signed forms to Bettye Keyes at (501) 372-3084.

Allow 5 to 7 business days for order processing and delivery. For additional information, you may contact Bettye Keyes directly at any time via phone at (877) 519-5671 or e-mail at [bettyekeyes@gmail.com](mailto:bettyekeyes@gmail.com).

# Order Form

<u>Quantity</u>	<u>Subtotal</u>	<u>Price</u>
<b>_____ Total EclipseVoX – Ultimate Package</b>	<b>\$7,295.00</b>	<b>\$ _____</b>

**Package Includes:**

- Total EclipseVoX
- Fujitsu Lifebook E8410 w/ 3-Year Warranty and On-Site Repair
  - Configuration (check one):
  - VoX - RCA w/ Internet enabled
  - VoX - RCA w/ Internet disabled
  - None (not recommended)
- SearchMaster
- Pre-programmed Foot Pedal
- \$300 Certificates for Free Total EclipseVox Training
- *How to do Realtime Voice Writing* Manual with Over 40 How-to Videos  
 (Includes ready-made dictionaries, vocabulary building documents, and easy setup files.)

NEW LifeBook® E8410 Notebook



Learn, then **see**  
how to do it!



### Optional Upgrades & Accessories

_____ IBM ViaVoice Pro USB Edition, Release 10	\$ 200.00	\$ _____
_____ Convenience Key (Limited to 1 per Tran. System)	\$ 300.00	\$ _____
_____ TalkTech Sylencer w/ SmartMic (dual microphone)	\$ 329.00	\$ _____
_____ TalkTech Sylencer w/ SmartMic	\$ 299.00	\$ _____
_____ Voice Writing Method Book & SpeedMaster Software	\$ 299.00	\$ _____
_____ MuffleMitt	\$ 34.95	\$ _____
_____ Martel HGM-1 Super-High-Gain Microphone	\$ 159.00	\$ _____

Name: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

SUBTOTAL: \$ \_\_\_\_\_  
 SHIPPING & HANDLING: \$ \_\_\_\_\_  
 SALES TAX (IF APPLICABLE): \$ \_\_\_\_\_  
**TOTAL BALANCE DUE: \$ \_\_\_\_\_**

**PLEASE ANSWER ALL QUESTIONS:**

Name of person eligible for support: _____ Name of your sales rep: Bettye Keyes	I am a (circle one): voice writer / stenographer  Profession/Experience: <input type="checkbox"/> Official <input type="checkbox"/> Freelancer <input type="checkbox"/> Scopist <input type="checkbox"/> Captioner <input type="checkbox"/> Student	Which CAT systems have you used? <input type="checkbox"/> NONE <input type="checkbox"/> VocEdit <input type="checkbox"/> SpeechCAT <input type="checkbox"/> CatalystVP <input type="checkbox"/> WinnerVR <input type="checkbox"/> StenoScribe <input type="checkbox"/> ISIS <input type="checkbox"/> Other (list below) _____ _____ _____	Which speech engines have you used? <input type="checkbox"/> NONE <input type="checkbox"/> IBM ViaVoice (version: _____) <input type="checkbox"/> NaturallySpeaking Professional (version: _____) <input type="checkbox"/> NaturallySpeaking Preferred (version: _____) <input type="checkbox"/> Other _____
Please rate your overall sales experience: <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Bad			

Notes: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ADVANTAGE SOFTWARE LICENSE AGREEMENT

ADVANTAGE SOFTWARE, INC., herein called **ASI**, a Florida corporation headquartered in Stuart, Florida, and \_\_\_\_\_, herein called **LICENSEE**, enter into this agreement on \_\_\_\_\_, 20\_\_\_\_\_, in consideration of the mutual conditions and covenants contained herein, AGREE AS FOLLOWS:

**I.** ASI grants to LICENSEE the non-exclusive right to use the following software product(s) hereinafter referred to as "ASI Software":

**II. LICENSEE** agrees to use the ASI Software for LICENSEE's own use on only one computer system at a time for each copy of ASI Software purchased from ASI or its authorized dealers.

**III. WARRANTY:** ASI warrants the software to be free of significant defects for one year or as long as customer maintains a current update/support agreement with ASI. If any defect is suspected, please notify ASI by phone or letter, and if the defect is confirmed by ASI, ASI will make its best efforts to correct the problem as soon as possible.

Other than the warranty set forth above, ASI makes no express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose. The seller's salespersons may have made statements about the ASI software. Any such statements do not constitute warranties and shall not be relied upon by LICENSEE in deciding whether to purchase the ASI software. The purchase price of the ASI software and any associated equipment is nonrefundable. LICENSEE assumes the entire risk of using the ASI software. Equipment components, operating systems, and software purchased from ASI not manufactured or developed by ASI are not covered by this warranty, but are covered by the warranties, if any, of the original equipment manufacturers and/or software developers.

**IV. TRANSFER OF LICENSE:** LICENSEE may transfer the ASI Software license to another party only if LICENSEE has a current support agreement with ASI. LICENSEE must notify and obtain approval from ASI in writing prior to transferring the software license. If the ASI Software license is transferred, LICENSEE agrees to transfer all copies of the ASI Software to new LICENSEE. LICENSEE agrees to pay ASI a transfer fee of \$350 per copy for the transfer of Total Eclipse CAT or editing software, \$350 per copy for transfer of AccuCap or AccuCapNT software, and \$200 per copy for transfer of TeleView software. Separate transfer of convenience (aka spare) keys is expressly prohibited. Under no circumstances may LICENSEE transfer the ASI Software license, directly or indirectly, to a competitor of ASI.

**V. UPDATES & SUPPORT:** For Total Eclipse full translation systems and AccuCap, ASI will provide software updates, and telephone and Internet support for ONE person for one year from the date of purchase at no charge unless otherwise indicated on the Order Form. For Total Eclipse editing station software, ASI will provide software updates, and telephone and Internet support for ONE person for 90 days from the date of purchase at no charge unless otherwise indicated on the Order Form. The person entitled to receive support (designated below) agrees to keep a telephone adjacent to his/her computer. ASI is not obligated to provide support unless the person entitled to receive support is seated at a computer, has Internet access, and is personally running the ASI software. LICENSEE understands that Internet access is required to install and register updates to the ASI software. LICENSEE agrees to maintain an active Internet account, and to keep ASI advised of his/her current email address. LICENSEE agrees to pay ASI for the support of each additional person who contacts ASI for support. As long as LICENSEE maintains a current support/update agreement, ASI's Systems Support Department will be available to LICENSEE 24 hours per day, excluding major holidays, to help verify and resolve problems encountered by LICENSEE in using the ASI software. Thereafter, LICENSEE must pay a fee to continue to receive support and updates. LICENSEE understands that a reinstatement fee equal to \$250 or one-half the cost of a support/update agreement (whichever is greater) will be charged should LICENSEE's support/update agreement lapse for over 120 days, and for each year (or fraction thereof) thereafter during which the support/update agreement has lapsed. If LICENSEE allows the support agreement to lapse, but makes full payment within 120 days of the expiration date, no reinstatement fee will be assessed, but the new expiration date shall be one year from the original expiration date. LICENSEE is responsible for keeping ASI informed of LICENSEE's current address. LICENSEE acknowledges that support related to using ASI software on a computer network is not included, and further understands that the services of a local expert and/or CNE may be required to operate any software (including ASI software) over a computer network. LICENSEE acknowledges that training by telephone is not included as part of telephone support, and if LICENSEE'S questions indicate a lack of basic knowledge of the ASI software or operating system (Windows), ASI may withhold telephone support until LICENSEE is trained at LICENSEE'S expense. LICENSEE designates the following person to receive support (can be LICENSEE or any other person): \_\_\_\_\_

**VI. TAXES/LEASING CONDITIONS:** LICENSEE assumes full responsibility for, and agrees to pay, all applicable Federal, state, provincial, local, and other taxes and duties. If LICENSEE is using a leasing company, LICENSEE agrees to send the leasing company all documentation necessary for the release of all funds within 48 hours of receipt of all hardware and software, excluding dictionaries. Upon receipt of all funds from the leasing company, ASI will provide LICENSEE with an authorization code to enable LICENSEE to use the ASI Software. Should LICENSEE fail to comply with these provisions, LICENSEE will forfeit all deposits, and shall be personally responsible for all unpaid funds. LICENSEE shall pay all costs, including reasonable attorney's fees and collection costs, incurred in securing payment of all funds due.

**VII. LIMITATIONS OF LIABILITY:** Except as expressly stated herein, ASI provides no warranties of any kind. It is understood and agreed that ASI's liability to LICENSEE, whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the price paid for the ASI Software detailed in this agreement, less any sales commissions paid by ASI, and under no circumstances shall ASI be liable for special, indirect, incidental, or consequential damages (including lost profits) of LICENSEE or any third party, even if ASI has been advised of the possibility of such damages. No action, regardless of form, arising out of the transactions under this agreement, may be brought by LICENSEE more than two years after the cause of action has accrued. Charges for or costs associated with hardware, third-party software, system support, training, dictionary conversions, shipping/handling charges, and restocking fees are not refundable under any circumstances. If this software license and/or any associated hardware was purchased with a credit card, LICENSEE specifically agrees that said charge(s) may not be reversed under any circumstances.

**VIII. THIRD-PARTY HARDWARE:** Should LICENSEE elect to use the ASI Software on hardware purchased from sources other than ASI, ASI will make reasonable efforts to assist LICENSEE in installing and running the ASI software on said hardware. LICENSEE assumes full responsibility for ensuring that the third-party hardware complies with the hardware requirements of the ASI Software and for properly configuring said hardware in accordance with the instructions provided in the ASI Software documentation. LICENSEE agrees that ASI shall have no responsibility to support the ASI Software on incompatible, improperly configured, or poor quality hardware.

**IX. WAIVER OF LIABILITY:** LICENSEE agrees to hold ASI harmless from any and all liability arising from the use of the products supplied by ASI.

**X. LICENSEE** understands and agrees that the ASI Software always remains the sole and exclusive property of Advantage Software, Inc. LICENSEE acknowledges that the ASI Software is proprietary and a trade secret of ASI, and agrees to protect it, and not to distribute copies of the software or manuals to any third party without the express written permission of ASI. LICENSEE may, however, copy and freely distribute the Bridge software included with Total Eclipse. LICENSEE affirms that he/she is not a competitor of ASI, or affiliated with a competitor of ASI, directly or indirectly. LICENSEE acknowledges that making the ASI Software available to a competitor of ASI will cause ASI severe financial damages, and agrees not to make the ASI Software available to a competitor of ASI, directly or indirectly, under any circumstances.

**XI. ALTERATION/SOFTWARE PROTECTION:** LICENSEE may not alter, modify or adapt the software or accompanying materials. In addition, LICENSEE may not translate, decompile, disassemble or reverse engineer the software; or to disable, circumvent, or otherwise defeat the software protection device (key). LICENSEE may not modify the software or create any derivative works based on this software. It is **EXPRESSLY PROHIBITED** to use this software without the software protection device (key) inserted into a port of the computer on which the software is being used. Replacement cost for a lost or stolen software protection device (key) shall be equal to the current retail price of the software which the software protection device (key) protects.

**XII. TERM:** This license is effective until terminated. ASI may terminate this license at any time if LICENSEE fails to comply with any term or condition of this agreement. Should ASI exercise its right to terminate this license due to LICENSEE'S failure to comply with any term or condition of this agreement, LICENSEE shall immediately surrender the software licensed under this Agreement, together with documentation and protection devices, to ASI upon ASI'S written demand. LICENSEE shall be entitled to no remuneration therefor.

**XIII.** This Agreement shall not be considered valid until signed by a corporate officer of ASI.

**XIV. GOVERNING LAW, JURISDICTION, AND VENUE:** This Agreement shall be considered as having been entered into in Martin County, Florida, and will be governed by the internal laws of the State of Florida. The parties specifically agree that any dispute between ASI and LICENSEE shall be heard and settled in Martin County, Florida, or such other venue as ASI, at its sole and exclusive discretion, may select, the prevailing party being entitled to reasonable attorney fees. ASI reserves the sole and exclusive right to determine whether such a dispute is heard before the American Arbitration Association or the U.S. District Court.

**XV. ENTIRE AGREEMENT:** This document constitutes the entire agreement between the parties. Any amendments hereto must be in writing, and signed by both parties. In witness whereof, the parties have executed this Agreement as of the date set forth herein.

**LICENSEE**

**ADVANTAGE SOFTWARE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Date Executed

**Advantage Software**  
925 Central Parkway  
Stuart, FL 34994  
Phone 800-800-1759 Fax 772-288-1737

## Credit Card Authorization Form

(Note: Add 3% to total charge amount for a credit card transaction.)

**Credit Card (circle one):**      **Visa / MasterCard / Discover / Amex**

**Please print clearly:**

**Credit Card #** \_\_\_\_\_

Exp. Date \_\_\_\_\_ CVV (last 3 digits on back of card) \_\_\_\_\_

Is this a Corporate/Business card?      Yes \_\_\_\_\_ No \_\_\_\_\_

Name on Card \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_

**Amount to be charged \$** \_\_\_\_\_



# Court Reporter Credit Application

John Marrazzo, Jr.

Phone: 800-786-0004, x 134

Fax: 800-786-0023

Equipment Cost: \$ \_\_\_\_\_ Lease Term: \_\_\_ 12 \_\_\_ 24 \_\_\_ 36 \_\_\_ 48 \_\_\_ 60

Equipment Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Option of \$1.00

Advance payments: \_\_\_ First \_\_\_ First and Last

### Lessee Information:

Full Legal Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Annual Earnings: \_\_\_\_\_  
\_\_\_ Student \_\_\_ Freelance \_\_\_ Official Years in Business: \_\_\_\_\_

### Guarantor/Co-Signer:

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

### Vendor Information:

Name: Advantage Software Phone: (800) 800-1759 Fax: 772-288-1737

925 Central Parkway Stuart, FL 34994

Contact: \_\_\_\_\_

I understand the equipment lease application may be approved based on my business and personal credit. I authorize Patriot Commercial Leasing and its assigns to investigate my/our personal credit, or any other references and/or information requested.

X \_\_\_\_\_ Date \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_