LICENSED END USER AGREEMENT FOR EPI SUPPLIED PROGRAMS   (TAR-STD)
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LICENSED END USER   :

CORPORATE ADDRESS   :

TELEPHONE   :

WEBSITE ADDRESS   :

MACHINE LOCATION (SITE)   :

LICENSED PROGRAM/S   :   **TARGET/400**

SERIAL NUMBER   :

LICENSE FEE (USD)   :

LICENSE TIER   :

NUMBER OF ITEMS TO CONVERT   :   **(RPG + OCL)**

GENERAL

Excel Program Inventions and the licensed end user (you) agree that the following terms and conditions will apply to any of the EPI licensed programs listed above. This program(s) is licensed by this agreement. This license agreement grants you the non exclusive right of limited use. This is not an agreement for sale. EPI retains title to and ownership of the program(s) and related upgrades and documentation, and any copies made from them.

You agree to pay EPI or authorized agent thereof the single license fee which is non refundable. EPI authorizes and agrees to activate the above listed program(s) on the designated machine. You certify you are the legal owner of the designated system or legal lease holder thereof. You (the end user) further agree the source applications to be converted must not be imported from or disseminated to any other site or location. This is a single site license, it is limited to the conversion of the end users (your) proprietary source applications maintained at a single (one) end user site or location. Additional sites or locations are subject to independent licensing arrangements and fees.

You (the end user) agree you are not a software house or a computer consultancy business. You further acknowledge this is a single use product license intended for use solely in the named business. You hereby confirm the end user is not engaged in the previously mentioned business activities in any capacity. Computer service companies are subject to different licensing arrangements and fees which are not covered hereunder.

RESPONSIBILITIES

You will take reasonable precautions with any persons permitted access to any of the EPI supplied program(s) to satisfy your obligations under this agreement.

You may not reverse compile or copy any of the EPI supplied programs in printed form or any other non-machine readable form.

You may not sublicense any license. The rights privileges and obligations under the provisions of this agreement may not be transferred or re-assigned.

RESPONSIBILITIES   (Continued)

In the event ownership of the designated machine changes or the lease thereof terminates you agree to remove and erase all copies of the EPI licensed software for and from the designated system prior to any such change coming into affect.

You may not duplicate any portion of the EPI supplied program(s) for any reason other than for backup purposes.

You may not operate any part of the EPI supplied program(s) on any machine other than the designated machine without first obtaining the prior written approval of EPI.

You may not use the EPI supplied program(s) to provide a conversion service to any third party. No service bureau work, multiple use license, or time sharing arrangement is permitted except as expressly authorized by EPI in writing.

You may not use the EPI supplied program(s) to convert applications which are comprised of any materials which are not owned by the license holder or which are generally available for resale to, or for use by, any third party.

For the licensed programs, the end user accepts the responsibility for their selection to achieve the intended results, and the results obtained from them.

LIMITED WARRANTY

EPI licenses all programs under this agreement on an 'AS IS' basis exclusive of any warranty express or implied with exception to the following. EPI warrants that the software products licensed hereunder are free from major defects. As your exclusive remedy for any major material defect in the licensed program(s) for which EPI is responsible, EPI shall use its best efforts to correct such reproducible defect. EPI will not be obligated to remedy any nonconformity or defect if you have not reported the existence and nature of such nonconformity or defect to EPI within 30 days from the date when the software licensed hereunder is first activated on your system. EPI or its agents shall have no other liability or responsibility to the end user (you) or any other persons or entities with respect to any financial liability, loss or damage caused or alleged to be caused, directly or indirectly by the use of the EPI supplied programs, including but not limited to any interruption of service, loss of business or anticipatory profits, or consequential damages.

PRODUCT MAINTENANCE AND SUPPORT

This license is inclusive of 12 months product support and maintenance cover at no additional charge to you. EPI or its authorized representative will provide the end user (you) with product telephone support for help with operational questions. During this period EPI further agrees to provide the end user (you) with access to the EPI online technical support forum for additional product related assistance. Furthermore EPI agrees to provide the end user with any applicable product upgrades or enhancements which may be made available by EPI from time to time at no extra cost.. After the expiration of the initial 12 month free maintenance and support period optional yearly maintenance and support cover will be made available by EPI at the current rate of 15% of the license fee paid by the end user (you). This annual charge is due in advance and is subject to change by EPI upon notice to you. Any price changes will only apply to subsequent renewal periods and will not apply to the current year. You may opt out of maintenance and support cover after the initial free cover period has expired in which case you may continue to operate the EPI software product(s) without maintenance and support cover subject to the terms and conditions of this agreement. In this event EPI will still make product upgrades available to you which you may choose to purchase, but at a cost to be determined by EPI at the time of issue.

CONSULTING SUPPORT AND PROJECT MANAGEMENT

Consulting support and project management support fall outside the scope of this agreement and are not provided hereunder.

CANCELLATION

Any breach of the conditions set forth and contained herein by the end user, will immediately entitle EPI to forthwith and without prior notification terminate this agreement. In no event will EPI be liable for any loss of profits, or any indirect, special, or consequential damages arising out of any breach of this agreement. Upon the termination of this agreement all related materials deemed proprietary and supplied by EPI to the end user, will be returned forthwith to EPI. Upon the termination of this agreement, the end user further agrees to cease to operate the licensed program(s) and erase all electronic copies of the EPI supplied program(s) for and from the designated machine.

You acknowledge that, in the event of your breach of any of the provisions of this agreement, EPI will not have an adequate remedy in money or damages. EPI shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately on request. EPI's right to obtain injunctive relief shall not limit its right to seek further remedies.

CONCLUSION

If any of the provisions of this agreement are determined by a court of competent jurisdiction to be void or invalid, the remainder of the agreement shall remain in full force and effect.

The parties acknowledge that they have the authority to enter into this agreement and understand it, and agree to be bound by its terms and conditions. The parties hereby expressly waive any right to a jury trial and agree that any proceeding to enforce, or to resolve disputes relating to this agreement shall be tried by a judge without a jury.

By signing below you accept and agree to be bound by the licensing terms and conditions contained in this agreement.

TO BE COMPLETED BY THE END USER

Company name

Your name

Position / Title

Date

Signature

TO BE COMPLETED BY EXCEL PROGRAM INVENTIONS

License issued by   Excel Program Inventions

Accepted by

Date

Signature

EXCEL PROGRAM INVENTIONS
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