

LICENSED END USER AGREEMENT FOR EPI SUPPLIED PROGRAMS.

(TAR-SWH-CC) PAGE 1 OF 4

LICENSED END USER	:		
CORPORATE ADDRESS	:		
TELEPHONE	:		
MACHINE LOCATION (SITE)	:		
LICENSED PROGRAM/S	:	TARGET/400	
MACHINE MODEL / GROUP	:		
SERIAL NUMBER	:		
LICENSE TERM	:		** EPI to complete
LICENSE FEE (USD)	:		** EPI to complete

YOUR CONVERSION CUSTOMER	:	
CUSTOMER ADDRESS	:	
NUMBER OF MACHINE SITES		
CONVERSION QUOTAS		<u># OCL</u> / <u># RPG</u> / <u># FILES</u>
NUMBER OF ITEMS TO CONVERT	:	

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(TAR-SWH-CC) PAGE 2 OF 4

GENERAL

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

This license authorizes the end user to operate the EPI supplied programs on the designated machine subject to the terms and conditions herein for the duration of the term of this agreement to service a single (one) customer's code conversion for a single (one) computer site or source code location. Additional customer conversions are strictly prohibited hereunder and are subject to independent licensing arrangements. You certify you are the legal owner of the designated machine or legal lease holder thereof. EPI agrees to provide the end user with the object code and related documentation for the listed programs to enable the end user to operate the EPI supplied programs on the designated machine. EPI further agrees to provide the end user with product support for the EPI supplied programs. This does not include project consulting support, it is solely the end user's responsibility to provide the necessary staff and prerequisite programming skills to facilitate the customer's conversion using the EPI supplied programs/s.

The end user acknowledges that the operation of the EPI supplied programs in part or whole is strictly restricted to converting the proprietary source applications of the named customer. Whereas the use of the resulting converted applications and objects is solely intended for serving the internal data processing needs of the named customer.

TERM

The term of this agreement will extend from the date that this agreement is signed by EPI. This agreement will terminate on the expiration of the specified term. On the expiration of the initial term the end user may request an extension of the license term from EPI. Any such "reasonable request" for an extension will be granted solely at the discretion of EPI and in writing.

On the termination of this agreement all related materials deemed proprietary or confidential and supplied by one party to the other will be returned to the rightful party. The end user further agrees to cease to use and to erase/remove all electronic copies of the EPI supplied programs for and from the designated machine on the termination of this agreement and confirm such action to EPI in writing.

The end user acknowledges that, in the event of a breach of any of the provisions of this agreement by the end user, EPI will be entitled to terminate this agreement forthwith without prior notification. The end user further acknowledges that in the event of such breach EPI will not have an adequate remedy in money or damages. EPI shall therefor be entitled to obtain an injunction against such breach from a court of competent jurisdiction immediately on request. EPI's right to obtain injunctive relief shall not limit its right to seek further remedies.

LIMITATIONS

The end user may not reverse compile or reproduce any of the EPI supplied programs in part or in whole in printed form or any other non-machine readable form.

The end user may not use the EPI supplied programs to convert applications which are or will become commercially available for resale to the general public or in the general business sector.

The end user may not duplicate any portion of the EPI supplied programs for any reason other than for backup purposes.

The end user may not sub-license any license.

LICENSED END USER AGREEMENT FOR EPI SUPPLIED PROGRAMS.

(TAR-SWH-CC) PAGE 3 OF 4

LIMITATIONS (continued)

The end user may not operate any part of the EPI supplied programs on any machine other than the designated machine without first obtaining the prior written approval of EPI.

The rights, privileges and obligations under the provisions of this agreement may not be transferred or re-assigned without the explicit prior written approval of EPI.

The end user will have no authority to enter into or sign any license or any other agreement in EPI's name.

The end user agrees not to advertise the EPI supplied programs or related services without first obtaining EPI's prior written approval.

The end user will take reasonable precautions with respect to any persons permitted access to the EPI programs to satisfy their obligations under the terms and conditions of this agreement.

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.

DISCLAIMER

EPI licenses all programs under this agreement on an 'AS IS' basis exclusive of any warranty express or implied. For the licensed programs, the end user accepts the responsibility for their selection to achieve the intended results, and the results obtained from them.

EPI shall have no liability or responsibility to the end user or any other persons or entities with respect to any liability, loss or damage caused or alleged to be caused, directly or indirectly by the EPI supplied programs, including but not limited to any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the licensed programs. 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.

PAYMENTS AND PROCEDURES

On the payment of the non refundable license fee EPI will activate the EPI supplied programs on the designated machine for the duration of the term of this agreement to allow the end user to perform the specified number of item conversions for the named customer .

CONCLUSION

Each provision of this agreement is severable from all other provisions of this agreement. If one or more of the provisions of this agreement is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

This agreement constitutes the entire agreement between EPI and the end user with regard to the licensing of the EPI supplied products for use by the end user. This agreement may not be modified except in writing executed by both parties.

Both parties acknowledge that they have read this agreement and understand it, and agree to be bound by its terms and conditions. The parties further acknowledge that they have the full authority to enter into and perform this agreement. Any proceeding to enforce, or to resolve disputes relating to this agreement shall be brought before a court of competent jurisdiction. The parties hereby expressly waive any right to a jury trial and agree that any proceeding hereunder shall be tried by a judge without a jury.

LICENSED END USER AGREEMENT FOR EPI SUPPLIED PROGRAMS.

(TAR-SWH-CC) PAGE 4 OF 4

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