LICENSED END USER AGREEMENT FOR EPI SUPPLIED PROGRAMS.   SQL-STD

LICENSED END USER   :

CORPORATE ADDRESS   :

TELEPHONE   :

MACHINE LOCATION (SITE)   :

LICENSED PROGRAM/S   :   **SQL Maker**

LICENSE TIER

SERIAL NUMBER   :

LICENSE FEE (USD)   :

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 the single license fee which is non refundable. EPI authorizes the operation of the above listed program(s) subject to the terms and conditions herein to service the internal needs of your business at a single (one) end user site or location on the designated machine for the term of this agreement. You certify you are the legal owner of the designated system or legal lease holder thereof.

This is a single site license, additional sites or machines are subject to independent licensing arrangements and fees.

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

LIMITED USE

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 without the prior written approval of EPI.

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 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 operate the EPI supplied program(s) on applications which are comprised of any materials which are generally available for resale to, or for use by, any third party.

<u>**LIMITED USE**</u> (Continued)

The operation of the EPI supplied program(s) is solely restricted to processing the end user's (your) proprietary source applications on the designated machine.

This license is non transferable. 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.

<u>**DISCLAIMER**</u>

For programs, you accept the responsibility for their selection to achieve the intended results, and the results obtained from them.

EPI licenses all programs under this agreement on an 'AS IS' basis exclusive of any warranty express or implied and not covered hereunder.

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.

<u>**LIMITED WARRANTY**</u>

EPI warrants that the supplied program(s) are free of substantial defects and will operate as documented. EPI further agrees to provide a 3 month limited warranty for the software products licensed hereunder. As your exclusive remedy for any such 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 after the expiration of the warranty period, or if you have not reported to EPI the existence and nature of such nonconformity or defect promptly on the discovery thereof.

<u>**PRODUCT MAINTENANCE AND SUPPORT**</u>

This license is inclusive of 12 months product support and maintenance cover at no additional charge to you. EPI agrees to provide the end user (you) with this product support for help with operating the EPI supplied software should it be required. This service will be provided to the end user (you) by means of access to EPI's online technical support forum to provide additional product related help and assistance. During this period EPI will provide any product upgrades and enhancemts as they become available at no additional cost to you.

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 to you at a rate to be determined by EPI from time to time. This annual charge is due in advance and is subject to change by EPI upon notice to you.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 license transfers and upgrades available to you which you may choose to purchase, but at a cost to be determined by EPI at the time of issue.

<u>**TERMINATION**</u>

You agree that any breach of the conditions set forth and contained herein by you the end user, will immediately entitle EPI to terminate this agreement without notice. Upon the termination of this agreement all related materials deemed proprietary will be returned forthwith to EPI. Upon the termination of this agreement, the end user (you) further agree to 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.
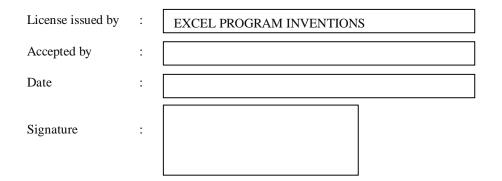
<u>**CONCLUSION**</u>

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. 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.

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	:	

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