

END-USER LICENSE AGREEMENT FOR ENTERPRISEWIZARD

IMPORTANT: READ CAREFULLY: This EnterpriseWizard (“ENTERPRISEWIZARD”) End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and **EnterpriseWizard, Inc.** for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (“SOFTWARE PRODUCT”). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by ENTERPRISEWIZARD, INC... Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund.

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The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE.

This EULA grants you the following rights:

Systems Software

You may install and use one copy of the SOFTWARE PRODUCT on a single computer, including a server, workstation, terminal or other digital electronic device (“COMPUTER”).

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may also not tamper with the licensing functionality of the software so as to enable simultaneous access by more users than the number of users for which you have purchased a license.

Separation of Components

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental

You may not rent, lease or lend the SOFTWARE PRODUCT to any third parties.

Not for Resale

Unless you are specifically authorized to do so under our Reseller License Agreement, you may not resell the product to any third parties.

Trademarks

This EULA does not grant you any rights in connection with any trademarks or service marks of ENTERPRISEWIZARD.

Support Services

ENTERPRISEWIZARD, INC. may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the ENTERPRISEWIZARD, INC. policies and programs described in the user manual, at <http://www.enterprisewizard.com/supplans.htm>, in "online" documentation and/or other company-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to ENTERPRISEWIZARD, INC. as part of the Support Services, ENTERPRISEWIZARD, INC. may use such information for its business purposes, including for product support and development. ENTERPRISEWIZARD, INC. will not utilize such technical information in a form that personally identifies you.

Software Transfer

The initial user of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.

You may transfer copies of the SOFTWARE PRODUCT to other COMPUTERS under your direct ownership or control, provided that your use of the SOFTWARE PRODUCT on a different COMPUTER conforms to the scope of your license to install and use the SOFTWARE PRODUCT as provided in this Agreement.

Termination

Without prejudice to any other rights, ENTERPRISEWIZARD, INC. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. UPGRADES

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by ENTERPRISEWIZARD, INC. as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT

All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by ENTERPRISEWIZARD, INC. or its suppliers. All title and intellectual property rights in and to the program content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by ENTERPRISEWIZARD, INC.

All title and intellectual property rights in and to the data content which you may use in conjunction with the SOFTWARE PRODUCT will be your property or the property of your customers who supplied the data to you. No rights are granted to ENTERPRISEWIZARD, INC. with regard to this data.

5. BACKUP COPY

Any license purchased will be valid for use on a single server and with a single copy of the SOFTWARE PRODUCT. You may install another copy of the SOFTWARE PRODUCT on another server as a backup, using the free license that comes with the product. ENTERPRISEWIZARD, INC. has no obligation to provide any license for a backup copy.

6. U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is EnterpriseWizard, Inc., 460 Seaport Court, Suite 200, Redwood City, CA 94063.

7. EXPORT RESTRICTIONS

You agree that you will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export the SOFTWARE PRODUCT: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country,

wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who you know or have reason to know will utilize the SOFTWARE PRODUCT or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

8. MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of California/

If this product was acquired outside the United States, then local laws may apply.

Should you have any questions concerning this EULA, or if you desire to contact ENTERPRISEWIZARD, INC. for any reason, please contact ENTERPRISEWIZARD, INC., or write:

EnterpriseWizard Sales Information, 460 Seaport Court, Suite 200, Redwood City, CA 94063.

9. LIMITED WARRANTY

ENTERPRISEWIZARD, INC. warrants that:

(a) the SOFTWARE PRODUCT will perform in accordance with the accompanying written and online materials for a period of ninety (90) days from the date of receipt,

(b) the SOFTWARE PRODUCT will not contain any viruses, worms, bombs or other destructive elements when delivered to you. ENTERPRISEWIZARD, INC will utilize commercially available virus protection software designed to ensure that any software programs included as part of the SOFTWARE PRODUCT will be free from known viruses, bombs and other destructive elements which negatively affect your use and operation of the SOFTWARE PRODUCT.

(c) any Support Services provided by ENTERPRISEWIZARD, INC. shall be performed in a timely and professional manner consistent with software industry standards and will conform to applicable written materials provided to you by ENTERPRISEWIZARD, INC.. ENTERPRISEWIZARD, INC. support engineers will make commercially reasonable efforts to solve any problem. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

10. CUSTOMER REMEDIES

ENTERPRISEWIZARD, INC.'s and its suppliers' entire liability and your exclusive remedy shall be, at ENTERPRISEWIZARD, INC.'s option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet ENTERPRISEWIZARD, INC.'s Limited Warranty and that is returned to ENTERPRISEWIZARD, INC. with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original

warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by ENTERPRISEWIZARD, INC. are available without proof of purchase from an authorized international source.

11. NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENTERPRISEWIZARD, INC. AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ENTERPRISEWIZARD, INC. OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ENTERPRISEWIZARD, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ENTERPRISEWIZARD, INC.'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A ENTERPRISEWIZARD, INC. SUPPORT SERVICES AGREEMENT, ENTERPRISEWIZARD, INC.'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

A) ENTERPRISEWIZARD, INC. agrees to indemnify you and to hold you harmless from any and all claims of infringement of a United States intellectual property right asserted against you by virtue of your use of the SOFTWARE PRODUCT, provided that ENTERPRISEWIZARD, INC. is given prompt notice of any such claim and the right to control and direct the investigation, preparation, defense and settlement of each such claim and provided further that you shall fully cooperate with ENTERPRISEWIZARD, INC. in connection with the foregoing.

B) In the event of a claim for which ENTERPRISEWIZARD, INC. is required to indemnify you under sub-paragraph A) above, or should the SOFTWARE PRODUCT as delivered, installed and maintained, in ENTERPRISEWIZARD, INC.'s opinion, be likely to become the subject of such a claim or any other claim for infringement, ENTERPRISEWIZARD, INC. may, at its sole discretion (i) procure for you the right to continue to use the SOFTWARE PRODUCT as

licensed hereunder, (ii) replace or modify the SOFTWARE PRODUCT to make its use non-infringing, or (iii) terminate this Agreement and provide a full refund of the purchase price.

C) ENTERPRISEWIZARD, INC. shall have no liability for any infringement based on: (i) the modification of the SOFTWARE PRODUCT by any party other than ENTERPRISEWIZARD, INC.; or (ii) the combination or use of the ENTERPRISEWIZARD SOFTWARE PRODUCT with other software, items or processes not furnished by ENTERPRISEWIZARD, INC. or specifically pre-approved by ENTERPRISEWIZARD, INC. in writing hereafter if such infringement would have been avoided by the use of the ENTERPRISEWIZARD SOFTWARE PRODUCT alone.

D) ENTERPRISEWIZARD, INC. shall have no obligation to you with respect to infringement of intellectual property rights except as provided above.

E) You agree to indemnify and hold ENTERPRISEWIZARD, INC. harmless from and against any loss, claim, damages, fees (including attorney's fees), or awards arising from any violation of this Agreement by you, or any other acts, omissions, or misrepresentations of you, your employees, servants, or agents.

14. SEVERABILITY

In the event that any provision of this Agreement becomes or is declared by a court or arbitration panel of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this Agreement shall continue in full force and effect.

Customer

EnterpriseWizard

Signature

Signature

Name

Name

Title

Title

Date

Date