License Agreement - BPWin Version [BPWinVersion]

IMPORTANT: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW.IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, DO NOT INSTALL OR USE THE SOFTWARE.

1. License. BP MICROSYSTEMS, L.P. ("BPM MICROSYSTEMS") grants to the Licensee installing this copy of BPWin Software a nonexclusive, nontransferable license to use the BPWin software and other software and fonts contained in this package (collectively the "Software") and its documentation for use in accordance with this License. BPM MICROSYSTEMS or BPM MICROSYSTEMS's Licensors retain title to the Software and related documentation although the Licensee owns the media on which the Software and documentation are recorded, if any. This License allows use of the Software and documentation only on the BPM Microsystems programmer(s) specified by serial number upgrade code. "User(s)" means Licensee, if Licensee is an individual using the Software for use at office or home, or, if Licensee is a corporation or similar business or commercial entity or government agency, its current employees. For qualifying educational institutions, "Users" also means faculty and staff teaching for or employed by Licensee and registered students enrolled at a single campus operated by Licensee. Subject to the limitations of this License, each authorized User may only use the Software on (i) any central processing unit ("CPU"), workstation or portable which is owned or controlled by Licensee, and (ii) any User-owned CPU, workstation or portable.

For Trial Version Customers of BPWin. This License allows use of the Software for a period of up thirty (30) days after initial installation for demonstration and evaluation purposes only on the platform licensed for Licensee's internal business purposes. Licensee may only use the Software on one central processing unit at a time, which shall be owned or controlled by Licensee. This Software is not for resale.

2. Restrictions. This License sets forth the terms and conditions governing the use of the Software and documentation. Licensee may not rent, lease or otherwise transfer the Software or its documentation. Licensee may make a limited number of copies of the Software based on the number of licensed Users and a reasonable number of back-up copies. The Software contains copyrighted material, trade secrets and other proprietary material. Licensee must reproduce on all such copies of the Software the copyright notices and any other proprietary legends that were on the original copy of the Software. Licensee shall not, without the prior written permission of BPM

MICROSYSTEMS, nor permit anyone else to, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form, or to modify, network, rent, lease, loan, distribute, or create derivative works based upon the Software or the documentation in whole or in part. Notwithstanding, if the Software is lawfully acquired outside of the United States within a jurisdiction which is a member of European Economic Community(EEC) subject to the EEC Council Directive of May 14, 1991, Licensee agrees that within that jurisdiction it shall not, and shall not allow any party on Licensee's behalf, to attempt to reverse engineer or decompile the Software into another computer language, except as expressly and specifically provided in the EEC Council Directive of May 14, 1991. Any and all information obtained during such lawful reverse engineering and/or decompiling activities, including but not limited to, the organization, logic, algorithms and processes of the Software, shall be deemed to be the confidential and proprietary information of BPM MICROSYSTEMS or its Licensors. Licensee shall not make copies of the copyrighted Software documentation without the prior written permission of BPM MICROSYSTEMS provided that for electronic transactions, Licensee may make one (1) hard copy of such documentation for each User.

3. Technical Support. Licensee will have access to technical support for the Software subject to Licensee's compliance with BPM MICROSYSTEMS's instructions for accessing such support and standard verification procedures. Upgrades to the Software and its documentation, if any, are not included and may be sold separately.

4. Termination. This License is effective until terminated. Licensee may terminate this License at any time by destroying all copies of the Software and its documentation. This License will terminate immediately without notice from BPM MICROSYSTEMS if Licensee fails to comply with any provision of this License. Upon termination, Licensee must destroy all copies of the Software and its documentation.

5. Export Law Assurances. Licensee agrees and certifies that neither the Software nor any other technical data received from BPM MICROSYSTEMS, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software nor any other technical data received from BPM MICROSYSTEMS, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software. The Software may not be exported to any of the following countries: Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria.

6. Government End Users. If Licensee is acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees: (i) if the Software is supplied to the Department of Defense ("DOD"), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software and its documentation as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and (ii) if the Software is supplied to any unit or agency of the United States Government other than DOD, the Government's rights in the Software and its documentation will be as defined in Clause 52.227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR or the successor clauses to any of these clauses.

7. Limited Warranty on CD-ROM Media. (Not applicable to Software purchased electronically.) BPM MICROSYSTEMS warrants the CD-ROM media on which the Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. BPM MICROSYSTEMS's entire liability and Licensee's exclusive remedy will be replacement of the CD-ROM media not meeting BPM MICROSYSTEMS's limited warranty and which are returned to the place of purchase within such warranty period. BPM MICROSYSTEMS will have no responsibility to replace a CD-ROM damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES ON THE CD-ROM MEDIA INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF PURCHASE.

8. Disclaimer of Warranty. Licensee expressly acknowledges and agrees that the use of the Software and its documentation is at Licensee's sole risk. The Software, documentation, and technical support are provided "AS IS" and without warranty of any kind. Information regarding any third party services included in this package, if any, is provided as a convenience only, without warranty by BPM MICROSYSTEMS, and will be governed solely by the terms agreed upon between Licensee and the third party providing such services. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, BPM MICROSYSTEMS AND BPM MICROSYSTEMS'S LICENSOR(S) (FOR THE PURPOSES OF PROVISIONS 8 AND 9, BPM MICROSYSTEMS AND BPM MICROSYSTEMS'S LICENSOR(S) SHALL BE COLLECTIVELY REFERRED TO AS BPM MICROSYSTEMS) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. BPM MICROSYSTEMS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, BPM MICROSYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR ITS DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BPM MICROSYSTEMS OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE **EXCLUSION MAY NOT APPLY.**

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL BPM MICROSYSTEMS, ITS AFFILIATES OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, MISPROGRAMMED PARTS, DAMAGED PARTS, ANY DAMAGES CAUSED BY MISPROGRAMMED PARTS, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ITS DOCUMENTATION, EVEN IF BPM MICROSYSTEMS OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. In no event shall BPM MICROSYSTEMS's total liability to Licensee for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount paid by Licensee for the Software and its documentation.

10. No Waiver or Assignment. No delay or failure to take action under this License will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of BPM MICROSYSTEMS, and no single waiver will constitute a continuing or subsequent waiver. This License may not be assigned, sublicensed or otherwise transferred by Licensee, by operation of law or otherwise, without BPM MICROSYSTEMS's prior written consent, provided that Licensee may assign this License upon written notice to BPM MICROSYSTEMS in instances in which such assignment is to an entity which acquires all or substantially all of the business of Licensee, whether by merger, consolidation, or acquisition of assets.

11. Controlling Law and Severability. This License shall be governed by and construed in accordance with the laws of the United States and the State of Texas, as applied to agreements entered into and to be performed entirely within Texas between Texas residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

12. Entire Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and its documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. There shall be no contract for purchase or sale of the Software except upon the terms and conditions specified herein. Any additional or different terms or conditions proposed by Licensee or contained in any purchase order are hereby rejected and shall be of no force and effect unless expressly agreed to in writing by BPM MICROSYSTEMS. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of BPM MICROSYSTEMS.

BPM Microsystems (R) is a registered trademark of BP Microsystems, L.P. All other trademarks and service marks are the property of their respective owners. [LegalCopyright]