

OpenPro, Inc.
SOFTWARE LICENSE AGREEMENT (IBM Smart Cube)

THIS SOFTWARE LICENSE AGREEMENT ("Agreement"), between OPENPRO, INC. ("OpenPro") and _____ ("Customer"), is made effective as of _____ (the "Effective Date"), and governs the "Software License Agreement" furnished by OpenPro to Customer. OpenPro and Customer affirm that this Agreement consists of this signed cover page, the general terms and conditions that follow and all attachments incorporated by reference.

The numbers and addresses, for giving notice, are as follows:

If to OpenPro:	OpenPro, Inc.	If to Customer:
	10061 Talbert Ave #200	
	Fountain Valley, CA 92708	
	Telephone: 714-378-4600	Telephone:
	Facsimile: 714-964-1491	Facsimile:
	E-Mail: infoop@OpenPro.com	E-Mail:

The designated Customer Contact(s) is/are:

If other than a natural person, Customer is a _____,
duly organized and existing under the laws of California, USA.

OpenPro and Customer mutually accept the terms and conditions set forth in this Agreement.

OPENPRO, INC. [CUSTOMER]

By:	By:
Name:	Name:
Title:	Title:

Number of Concurrent Users: _____

Applications: Financials Distribution Manufacturing E-Commerce Job Costing
CRM
Others: _____

***** Please fill out and fax back to OpenPro : 714-964-1491 *****
Other products mentioned are used for identification purposes only and are trademarks of their respective companies.
OpenPro® Accounting and Business Software
License Agreement

READ THIS FIRST

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE OPENING THE PACKAGING CONTAINING THE MEDIA. OPENING THE MEDIA PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE LICENSE BELOW, DO NOT OPEN THE MEDIA PACKAGE. RETURN THE ENTIRE PACKAGE TO YOUR SUPPLIER FOR A REFUND. Be sure to complete and return the enclosed Registration Card to OpenPro Corporation ("OpenPro.com") to be eligible for notification of updates and enhancements to the Software.

1. License

OpenPro hereby grants you, upon your acceptance of these terms and conditions, only the following non-exclusive rights to use the enclosed Software.

a. Single-user: You may install and use the Software on the hard media of any single computer that you own. However, you may not, under any circumstances, have the Software installed on to the hard drives of two or more computers at the same time (nor may you install the Software on to the hard disk drive of one computer and then use the original media on another computer). If you wish to use the Software on more than one computer, you must either erase the Software from the first hard drive before you install it on to a second hard drive, or else license an additional copy of the Software for each additional computer on which you want to use it.

b. Multi-user: You may install this Software on a single file server / single computer system, and may use the Software provided you do not exceed the number of simultaneous users licensed by OpenPro to access the Software. If you wish to increase the licensed number of users, you must contact your supplier.

c. You may make backup copies of the Software as required for your own use, provided that you reproduce all copyright notices and other proprietary notices on each copy made.

d. You may transfer the Software and this license to another party if the other party agrees to accept the terms and conditions of this Agreement. If you transfer the Software, you must report to OpenPro the name of the new user of the Software, and you may not retain any copies of the Software yourself once you have transferred it. You agree you will not transfer the Software to any country to which such transfer would be prohibited by the U.S. Export Administration Act and the regulations issued thereunder.

EXCEPT AS STATED ABOVE, YOU MAY NOT COPY, TRANSFER, OR DISTRIBUTE THE SOFTWARE TO OTHERS, AND ANY UNAUTHORIZED COPYING, TRANSFER, OR DISTRIBUTION SHALL AUTOMATICALLY TERMINATE YOUR LICENSE.

2. Copyright

The Software is copyrighted by OpenPro, Inc., and in some cases, portions of the Software are licensed by others and copyrighted by such Third Parties. All rights are reserved. Reverse engineering of object code is prohibited.

Your supplier/dealer/distributor of the Software is an independent contractor and is not an employee, agent, partner or joint venture of OpenPro.

3. Limited Warranty and Medias and User Manuals

OpenPro warrants that the media on which the Software is recorded is readable by a compatible hardware system period. OpenPro warrants the User Manuals provided and of good printing quality. For a period of 30 days after the date of the original purchase, if you discover any defects in the readability of the media, media[s] or User Manual, you may return it to your supplier for a free replacement, which is your sole remedy in the event of such defect[s].

No OpenPro distributor or dealer is authorized to make any modification, extension or addition to the warranty on behalf of OpenPro.

4. LIMITATIONS ON WARRANTY AND LIABILITY

EXCEPT AS EXPRESSLY PROVIDED ABOVE FOR MEDIAS AND USER MANUAL[S], OPENPRO, IT'S PROGRAMMING LANGUAGE SUPPLIERS AND OTHER VENDORS, DISTRIBUTORS, AND DEALERS, MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE SOFTWARE IS LICENSED SOLELY ON AN "AS-IS" BASIS.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU.

SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL-NECESSARY SERVICING, REPAIR OR CORRECTION, AND ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE LIABILITY TO YOU OF OPENPRO, ITS PROGRAMMING LANGUAGE SUPPLIERS AND OTHER VENDORS, DISTRIBUTORS, OR DEALERS, FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE SOFTWARE (INCLUDING LOSS OF PROFITS AND LOSS OF DATA), SHALL BE LIMITED TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Some states do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above limitations may not apply to you.

5. Terms

This license is effective for the useful life of the Software. However, this license will immediately terminate if you fail to comply with any term or condition of this Agreement. Upon termination you must destroy all copies of the Software.

6. United States Government Restricted Rights

The enclosed Software is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government or any agency or instrumentality thereof is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at 48 C.F.R. 252.227-7013, or in subdivision (c) (1) and (2) of the Commercial Computer Software-Restricted Rights Clause at 48 C.F.R. 52-227-19, as applicable.

7. General

- a. Disassembly and decompilation of the Software is prohibited.
- b. You may not sublicense, lease, or rent the Software.
- c. This Agreement is governed by the laws of the State of California.
- d. This is the complete and exclusive statement of the Agreement between you and OpenPro, and this Agreement supersedes any prior agreements or understandings, oral or written, with respect to the subject matter of this Agreement.
- e. If OpenPro ceases to exist, OpenPro will make registration program available to all registered users of the software package.
- f. If you acquired this Software in Canada or other Countries, you agree to the following: The parties hereto have expressly required that the present Agreement and its Exhibits, if any, be drawn up in the English language.

BY OPENING THIS MEDIA PACKAGE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If you have any questions regarding this Agreement or the License, you may contact the OpenPro Legal Department at 714-378-4600.

infoop@openpro.com