

# SOFTWARE LICENSE AND NON-DISCLOSURE AGREEMENT

WorldSharp Technologies, Inc. hereinafter called WorldSharp hereby agrees to grant customer and customer hereby agrees to accept on the following terms and conditions nontransferable and nonexclusive license to use WorldSharp software program(s). WorldSharp continues to own the software but grants a license to use upon the condition that customer agrees to the terms of this agreement.

## 1. Term

1.1 This agreement is effective from the date of receipt of the program(s) and shall remain in force until terminated by WorldSharp or customer as provided below.

1.2 WorldSharp may discontinue any license or terminate this Agreement if the Customer fails to comply with any of the terms and conditions of this Agreement.

1.3 Customer may discontinue use of the program at any time. The customer must comply with the terms and conditions of 'Protection and Security' and 'Discontinuance' sections of this Agreement.

## 2. License:

2.1 Single user system - The program license granted under this Agreement authorizes the customer to use the Licensed Program(s) in machine-readable form on a single computer system (referred to as System). A separate license is required for each system on which the Licensed Program(s) will be used.

2.2 Multi-user system - The program license, granted under this Agreement, authorizes the customer to use the Licensed Program(s) in machine-readable form on a computer system or workstation for each user. The number of users that are to use the Licensed Program(s) must be reported to WorldSharp when ordering the multi-user system. The reported number is used for the initial pricing of the system and maintenance charges. The customer agrees to notify WorldSharp if the number (of users) changes and WorldSharp agrees to change the charges appropriately.

2.3 This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by the Customer without prior written consent from WorldSharp. No right to print or copy, in whole or in part, the Licensed Programs is granted except as hereinafter expressly provided.

## 3. Permission to Copy or Modify Licensed Programs:

3.1 The Customer shall not copy, in whole or in part, any licensed material, which is provided by WorldSharp in, printed form under this Agreement.

3.2 Any Licensed Programs which are provided by WorldSharp in machine readable form may be copied, in whole or in part, in printed or machine readable form in sufficient number for use by the Customer with the designated System, to understand the contents of such machine readable material, to modify the Licensed Program as provided below, for back-up purposes, provided, however, that no more than five (5) copies will be in existence under any license at any one time without prior written consent from WorldSharp. The Customer agrees to maintain appropriate records of the number and location of all such copies of Licensed Programs. The original, and any copies of the

Licensed Programs, in whole or in part, which are made by the Customer shall be the property of WorldSharp. This does not imply that WorldSharp owns the media on which the Licensed Programs are recorded. The customer may modify any machine-readable form of the Licensed Programs for his own use and merge it into other program material to form an updated work, provided that, upon discontinuance of the license for such Licensed Program, the Licensed Program supplied by WorldSharp will be completely removed from the updated work. Any portion of the Licensed Program included in an updated work shall be used only if on the designated System and shall remain subject to all other terms of this Agreement.

3.3 The customer agrees to reproduce and include the copyright notice of WorldSharp on all copies, in whole or in part, in any form, including partial copies of modifications, of Licensed Programs made hereunder.

## 4. Protections and Security:

The Customer agrees not to provide or otherwise make available any Licensed Program including but not limited to program listings, object code and source code, in any form, to any person or entity other than Customer or WorldSharp employees, without prior written consent from WorldSharp, except with the Customer's permission for purposes specifically related to the Customer's use of the Licensed Programs.

## 5. Discontinuance:

Within one month after the date of discontinuance of any License under the Agreement, the Customer will furnish WorldSharp a certificate certifying that through his best effort, and to the best of his knowledge, the original and all copies, in whole or in part, in any form, including partial copies in modifications, of the Licensed Program received from WorldSharp or made in connection with such license have been destroyed, except that, upon prior written authorization from WorldSharp, the Customer may retain a copy for archive purposes.

## 6. Warranties:

WorldSharp makes no warranties with respect to the Licensed Programs. The sole obligation of WorldSharp shall be to make available all published modifications or updates made by WorldSharp to Licensed Programs that are published within one (1) year from date of purchase.

**7. Exclusion of Warranties of Merchantability and Fitness for Particular Purpose and other Warranties: WorldSharp makes no warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, design respecting this Agreement, or the Licensed Programs or other services furnished hereunder. In no event will WorldSharp be liable for any indirect, special or consequential damages in connection with or arising out of furnishing the performance or use of any Licensed Programs or other services provided for in this Agreement used by Customer.**

## 8. General:

If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.