

NO COST SOFTWARE EVALUATION AGREEMENT

UniSolutions Associates ("UNISOLUTIONS"), whose principal place of business is 33586 Via Lagos, Dana Point, California 92629 and

whose principal place of business is:

hereinafter referred to as "LICENSEE" hereby agree as follows:

1. DEFINITIONS

The term "SOFTWARE" used herein is defined as machine-readable, machine-executable versions of the Software products specified in Schedule A (or any Purchase Order referencing this Agreement) and Related Materials, including Documentation, media, binders, and printed materials, and any copies or portions thereof.

The term "Documentation" refers to all manuals, specifications, drawings, and instructions furnished to LICENSEE for use with the SOFTWARE.

The term "Designated Equipment" used herein refers to the CPU(s) and related equipment, as identified in Schedule A.

The term "Designated Site" used herein shall mean the address where the LICENSEE is authorized to use the SOFTWARE, as identified in Schedule A.

2. LICENSE GRANT

In consideration for the license and the rights granted herein, LICENSEE agrees to the terms and conditions set forth herein.

UNISOLUTIONS grants to LICENSEE a personal, non-transferable, limited License to use the SOFTWARE on the "Designated Equipment" at the "Designated Location", as specified in Schedule A.

3. TERM

The evaluation period shall begin as of the date this License is executed by UNISOLUTIONS, and shall remain in effect for 10 days unless terminated as provided herein. LICENSEE may request an extension to the evaluation period, which UniSolutions may grant at its sole discretion.

4. TITLE

This Agreement does not give LICENSEE any title or interest in the SOFTWARE. UNISOLUTIONS represents and LICENSEE agrees that the SOFTWARE and all copyright, patent, and other proprietary rights therein are the sole property of UNISOLUTIONS.

5. PROTECTION

LICENSEE shall not disclose any SOFTWARE in any form to any third party without permission from UNISOLUTIONS. LICENSEE agrees to protect the SOFTWARE in a manner consistent with the protection afforded its own proprietary information.

LICENSEE agrees to maintain and reproduce if necessary all UNISOLUTIONS' trademarks, proprietary notices, and copyright legends appearing on the SOFTWARE and Related Materials.

The existence of any trademark or copyright notice on the Software products, their containers or on terminal screens shall not be construed as an admission or presumption that the software products have been made publicly available.

LICENSEE agrees that access to and use of SOFTWARE will be restricted to those persons who require it in the course of evaluation.

6. USE OF SOFTWARE

The SOFTWARE is to be used only enable LICENSEE to determine whether the SOFTWARE meets the requirements of the LICENSEE and/or its customers.

LICENSEE shall not print, or copy, in whole or in part, any SOFTWARE licensed under this Agreement, except for safekeeping and backup purposes.

All copies and modified versions of the SOFTWARE shall be subject to the terms and conditions of this Agreement.

LICENSEE agrees not to reverse engineer, disassemble or decompile the SOFTWARE in whole or in part or otherwise attempt to reproduce the source code thereof or its equivalent.

7. EXPIRATION/TERMINATION

Within ten (10) days of termination or expiration of this Agreement, LICENSEE will at its expense, return to UNISOLUTIONS all materials provided under this Agreement. If materials cannot be returned, LICENSEE shall notify UNISOLUTIONS in writing, and shall pay to UNISOLUTIONS the fair market value for such materials.

Any breach by LICENSEE of the obligations imposed by this license shall be deemed to be a default. In the event of default, this license may be terminated. Such termination shall become effective upon LICENSEE'S receipt of notification from UNISOLUTIONS. Within seven (7) days of such notice, LICENSEE shall provide written certification that the SOFTWARE and all information and data relating to said SOFTWARE stored in any CPU or other storage medium or facility which cannot be delivered to UNISOLUTIONS has been purged.

8. LIMITED WARRANTY

UNISOLUTIONS warrants that (a) it is presently the true and lawful owner of the SOFTWARE, and, (b) During the term of this Agreement, UNISOLUTIONS will have the full power and authority to license the SOFTWARE to LICENSEE and convey all other rights and licenses granted to LICENSEE under this Agreement.

EXCEPT AS STATED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNISOLUTIONS DOES NOT WARRANT THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING THE SOFTWARE AND RELATED MATERIALS LICENSED HEREUNDER.

9. LIMITATION OF LIABILITY

UNISOLUTIONS WILL NOT BE OBLIGATED OR RESPONSIBLE FOR ANY LOSS OR DAMAGE INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, OR ANY EXPENSE EXPERIENCED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF ANY DEFECT IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF ANY PRODUCT OR SERVICE FURNISHED BY UNISOLUTIONS HEREUNDER. THIS LIMITATION ON LIABILITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California.

11. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties with respect to the matters contained herein. There are no promises, covenants, or undertakings other than those expressly set forth herein. This agreement may not be modified except by a writing signed by authorized representatives of both parties.

12. ASSIGNMENT

LICENSEE may not assign this agreement or any rights or obligations hereunder without the prior written consent of UniSolutions. Subject to the above restriction on assignment, this agreement shall inure to the benefit of and bind the successors and assigns of the parties.

13. MISCELLANEOUS

If any term, provision, covenant or condition of this agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated.

UNISOLUTIONS' failure to insist upon strict performance by LICENSEE of any terms and conditions herein shall not be construed as a permanent waiver of such terms or condition, or as a waiver of any other of the terms and conditions herein.

14. AUTHORITY

Each of the undersigned warrants that he/she has the authority to bind to this Agreement the party which he/she represents.

UNISOLUTIONS ASSOCIATES:

LICENSEE:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCHEDULE A

Software provided under this Agreement is to be downloaded by the Licensee, via FTP, according to UniSolutions' instructions.

The following Software Products are to be provided under this Agreement:

DESIGNATED LOCATION(S):

DESIGNATED EQUIPMENT:

CPU Manufacturer/Model: _____
CPU Serial Number(s): _____
Oper. System/Version: _____
Uucp/Host Name(s): _____

IMPORTANT: The correct hostname(s) must be specified in order for the software to operate.

ALL SOFTWARE PROVIDED HEREUNDER IS TO BE DESTROYED OR PURGED FROM LICENSEE'S SYSTEM UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

System Manager or other primary contact person:

Name: _____ Telephone: _____
E-Mail Address (optional): _____ Fax: _____

Agreed to and initialed by:

LICENSEE

UNISOLUTIONS