

LICENSE AGREEMENT

For the JPL Budgeting and Estimating System Application (the "Software")

J. Paul Lamarche, operating as JPL CONSULTING (the "Licensor") grants you (the "Application User") the right to install and use one copy of the Software on a single computer or on a number of computers as specified during the installation process in consideration for the payment by the Application User of the Current applicable license fee set out at <http://www.jplbiz.ca.BooksDvds2.html> (the "License Fee"). The license granted shall be personal, non-exclusive and non-transferable by the Application User. The Application User is permitted to make one copy of the Software for backup and archival purposes.

The term of this License Agreement commences on the date of payment of the License Fee and continues for an indefinite period thereafter, subject to the Application User abiding by the terms hereof. Payment of the License Fee constitutes the Application User's acceptance of this License Agreement.

Neither payment of the License Fee nor agreement to the terms hereof shall give the Application User any rights of ownership in or to the Software, and the Application User's sole right with respect thereto is to use the Software as outlined and limited in this License Agreement. The Application User acknowledges and agrees that the Licensor owns or has the right to all intellectual and proprietary rights, including any patents, copyrights, trade secrets, trademarks and any other proprietary rights, in and to the Software. The Application User further acknowledges that the license granted hereunder is non-exclusive and that the Licensor shall remain free to license, assign or otherwise transfer the Software to any other person or entity in its sole discretion.

The Software is owned by the Licensor. Title to the Software and all accompanying materials and updates are copyright © J. Paul Lamarche, o/a JPL CONSULTING.

Unauthorized duplication of the Software is prohibited. The component parts of the Software, including updates may not be separated. The Application User may not modify, adapt, reverse engineer or decompile the Software. The Application User may not rent, sell, assign, license or lease the Software to others.

The Application User assumes all risks and liabilities for results obtained by the Software.

THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR, ITS AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING ANY WARRANTY OF FITNESS FOR

A PARTICULAR PURPOSE TITLE, MERCHANTABILITY, AND NON INFRINGEMENT. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, IDENTITY THEFT THREAT OF HACKERS, OTHER PROGRAM LIMITATIONS, OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE, LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PAYMENT OF THE LICENSE FEE.

LIMITATION OF LIABILITY AND DAMAGES. 'THE MAXIMUM AGGREGATE LIABILITY OF THE LICENSOR AND ITS SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE APPLICATION USER AS THE LICENSE FEE. THE LICENSOR AND/OR ITS SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE LICENSOR AND THE APPLICATION USER. THE LICENSOR WOULD NOT BE ABLE TO HAVE PROVIDED THE SOFTWARE WITHOUT SUCH LIMITATIONS.

This License Agreement has been made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of Ontario and the applicable laws of Canada.

The Licensor has the right to terminate this License Agreement if the Application User fails to comply with the terms and conditions of this License Agreement.

The Software is an application based on 'What the Market will Bare' (1984) By J. Paul Lamarche ©JPL Consulting. All rights reserved. This document and all associated applications were created by and are the property of the Licensor. No part of the Software may be reproduced or used in any form, or by any means; graphic, electronic or mechanical including photo-copying, recording, taping, or information storage and retrieval systems without written permission of the Licensor. For further information please contact: JPL Consulting, 236 Millard Avenue, Newmarket, Ontario, Canada L3Y 1Z2 or [E-mail: jplbiz@canada.com](mailto:jplbiz@canada.com)

To keep up to date with JPL products, visit <http://www.jplbiz.ca>