

Talus Software
Contract Service Agreement
w/ Temporary DBPowerSuite License Agreement
Revised: January 31, 2010

Definitions

- "DBPowerSuite" DBPowerSuite is any source code and/or binary code written by Talus Software, incorporated in the product, which consists of, but is not limited to database administration and accessing libraries and programs. DBPowerSuite is the intellectual property of Talus Software.
- "Customer" The party interested in purchasing DBPowerSuite license(s); that is, the party entering into this agreement.
- "Contract Period" The specific period of time which the Customer has hired Talus Software to perform tasks for the Customer. The Contract Period lasts as long as the Customer pays Talus Software its agreed upon Service Fee. The Contract Period begins on January 31, 2010 and ends on March 1, 2010.
- "Service Fee" Customer agrees to pay Brian Ceccarelli, the owner of Talus Software, US \$200.00/work-hour for the duration of the Contract Period. Talus Software bills Customer every two weeks for work done. Customer has 10 business days to pay Talus Software for work done.

DBPowerSuite and the Contract Period

In the course of performing the tasks for the Customer, Talus Software may require the Customer to install DBPowerSuite on the Customer's computers. DBPowerSuite's purpose is to facilitate the tasks required of Talus Software for the Customer.

This Contract Service Agreement allows the Customer to temporarily license DBPowerSuite both binary and source code on any number of Customer's computers for the duration of the Contract Period. Talus Software will not charge the Customer any royalty or fee for DBPowerSuite licenses for use of DBPowerSuite during the Contract Period.

The Customer may use DBPowerSuite during the Contract Period. Once the Contract Period is over, then the Company must destroy all its copies of DBPowerSuite residing on its computers. The Company must destroy all copies or portions of DBPowerSuite binary and source Code.

If the Company has mingled any DBPowerSuite code into the Customer's intellectual property, the Company must remove the DBPowerSuite code from the Customer's intellectual property.

Improvements to DBPowerSuite During the Contract Period

During the Contract Period, it may be necessary for Talus Software to make enhancements to DBPowerSuite. Customer forfeits any claims to copyright and/or claims to intellectual property rights to work done on DBPowerSuite before, during or after the Contract Period. Customer will not regard any work done on DBPowerSuite during the Contract Period as a work-for-hire. Customer concedes that DBPowerSuite is the exclusive property of Talus Software.

Per-Computer License

Talus Software grants licenses to DBPowerSuite on a per-computer basis. A one computer license enables the Customer to install DBPowerSuite on a single computer and to run DBPowerSuite from one computer. Usually, the installation and runtime computer are the same. Talus Software grants the "Customer" the right for any and all users of the computer the privilege to run DBPowerSuite at the same time on the one computer.

Talus Software does not grant licenses based on number of CPUs within the computer. Talus Software does not grant licenses based on number of client seats.

It is possible to install DBPowerSuite once and remote share the DBPowerSuite directory to many other local computers. Though possible, this is a violation of this agreement if DBPowerSuite is running on more than one computer; in this case, on several local computers. Talus Software licenses DBPowerSuite based on where the Customer runs DBPowerSuite, not on where the Customer installs DBPowerSuite.

Non-Exclusive License

Talus Software grants non-exclusive licenses of DBPowerSuite. Talus Software retains the exclusive right to grant licenses of DBPowerSuite to any company or party.

Non-Transferable License

Licenses to DBPowerSuite are not transferable. The Customer cannot transfer any DBPowerSuite license, binary code, source code, or support files to any other company or party.

No Sublicenses

Talus Software restricts the use of DBPowerSuite to the Customer. The Customer can not sublicense DBPowerSuite, or portions of DBPowerSuite to any other company or party.

Copyright

DBPowerSuite is the exclusive intellectual property of Talus Software. Talus Software owns all copyrights to DBPowerSuite binaries and source code. The Customer may make backups of the product, but the Customer may not copy, use or run the software on computers the Customer has not paid licenses. The Customer cannot sell or distribute DBPowerSuite or any portion of DBPowerSuite to other companies or parties.

Derived Code and Copyright

When the Customer writes software based on the DBPowerSuite API or embeds DBPowerSuite code within its own software via a Source License, the new code that is not taken from the DBPowerSuite code, is called derived code. The Customer that has written the derived code has copyright to the derived code. Talus Software still retains exclusive copyright of DBPowerSuite code.

A company cannot use the derived code on another computer without paying Talus Software for at least a run-time license for that computer.

Disclaimer

Talus Software, Talus Software's owners or employees do not warrant the results of DBPowerSuite, or that any failures or errors in the DBPowerSuite software will be corrected. In no event will Talus Software, its owners or employees be liable for any loss or inaccuracy of data, loss of profits or indirect, special, incidental or consequential damages, even if it has been advised of the possibility of such damages.

Violations of This Agreement

If the Customer breaks any part of this agreement, then . . .

1. the whole agreement immediately terminates,
2. all Customer's DBPowerSuite licenses immediately end,
3. Talus Software keeps any and all license fees,
4. Customer immediately pays Talus Software for unpaid work,
5. Customer admits to violating Talus Software's copyright,
6. Customer subjects itself to civil and/or criminal prosecution at Customer's expense.

Signed,

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Customer	Date
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Customer Representative Printed Name

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Talus Software, Licensor 4605 Woodmill Run Apex, North Carolina 27539-9394 USA (919) 815-0126 (Ph) (888) 746-6982 (Fax) http://www.talussoftware.com sales@talussoftware.com	Date