



AB SOLUTIONS, INC
AGENCY OPERATIONS CONSULTING

**SOFTWARE LICENSE
AGREEMENT**

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Excel Macro Reporting for Epic

THIS Agreement is entered into as of _____ ("Effective Date") by and between AB SOLUTIONS INC. (ABS), with offices at 7211 Haven Avenue, #E283, Rancho Cucamonga, CA 91701 ("LICENSOR") and _____ with offices at _____ ("LICENSEE").

WHEREAS, Licensee wishes to license Excel Macro Reports for Epic ("the Product") and ABS desires to license this product to licensee.

NOW THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, ABS grants to Licensee a non-exclusive, non-transferable license to use the Product identified in Exhibit A (the "Licensed Product").

Licensee may use the Licensed Product for its own use, and may not translate or modify the Licensed Products or incorporate them into other software.

Licensee may not transfer or sublicense the Licensed Products to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO ABS

- a. Licensee shall pay, the license fee and, if applicable, the support fee set forth in Exhibit A. The fee is payable on demand.
- b. These fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor in full on demand.

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5. PROPRIETARY RIGHTS

Licensee recognizes that ABS regards the Licensed Products as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Products, or any portion thereof, to any person other than employees of Licensee without the prior written consent of ABS. Licensee further agrees to treat the Licensed Products with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Products.

6. TERM

The license granted hereunder shall continue for a year from date of signature hereof, and shall be renewable by consent between the parties, provided that the Agreement has not been terminated pursuant to Section 7, and subject to Licensee's proper performance of its obligations hereunder.

7. TERMINATION

ABS may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from ABS.

8. SUPPORT

Licensor will provide to Licensee the following support for the fee detailed in Exhibit A: Remote support at the earliest mutually agreed upon time, after receipt of a request for support.

9. DELIVERY OF LICENSED PRODUCTS

ABS shall use its best efforts to deliver the Licensed Product(s) upon receipt of this Agreement, duly signed, together with any applicable fee(s).

10. WARRANTY DISCLAIMER

ABS licenses, and Licensee accepts the Licensed Products "As Is". ABS provides no warranties as to the function or use of the Licensed Products, whether express, implied, or statutory, including, without limitation, any implied warranties or merchantability or fitness for particular purpose. The entire risk as to the quality and performance of the Licensed Product is with Licensee. Licensor does not warrant that the functions contained in the Licensed Products will meet Licensee's requirements or that the operation of the Licensed Products will be uninterrupted or error free.

11. PATENT AND COPYRIGHT INDEMNITY

ABS will defend at its own expense any action brought against Licensee to the extent it is based on a claim that the Licensed Products used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party. ABS will pay any costs, damages or attorney fees finally awarded against Licensee in such action which are attributable to such claim, provided ABS is notified in writing of such claim within 3 days of Licensee's notification of such action, may control the defense and/or settlement of such claim, and is provided with all requested assistance, information and authority. In the event that a Licensed Product becomes, or in ABS's opinion is likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, ABS may at its option either secure Licensee's right to continue using the Licensed Products, replace or modify the Licensed Products to make them not infringing, or provide Licensee with a refund of the license fee less depreciation. ABS shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of a Licensed Product in any form other than the original, unmodified form provided to Licensee or the use of a combination of the Licensed Products with hardware, software or data not supplied by ABS where the used Licensed Products alone in their original, unmodified form would not constitute an infringement.

12. LIMITATION OF LIABILITY

ABS'S liability to licensee under any provisions of this Agreement for damages finally awarded shall be limited to the amounts actually paid hereunder by Licensee to ABS. In no event shall ABS be liable for indirect, incidental, special, or consequential damages, including loss of use, loss of profits or interruption of business, however caused, or on any theory of liability.

13. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page, or by e-mail or fax to the relevant addresses set out below. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail 5 days after proper deposit in a mail box, or after 5 days after sending an e-mail or fax.

14. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

15. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part hereof.

16. GOVERNING LAW/FORUM

This Agreement shall be governed and interpreted by the laws of the State of California.

17. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sub-licensed, or otherwise transferred by Licensee without the prior written consent of ABS.

18. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior Agreements, discussions and understandings, express or implied, concerning such matters.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Licensee

Licensor

By: _____

By: _____

For: _____

For: _____

Date: _____

Date: _____

EXHIBIT A

LICENSED PRODUCT(S) FEE(S) SCHEDULE

 X LITE version of the Product in executable format - no charge. This includes a written Installation and User Guide. At Licensee's request, installation support may be provided at the rate set out below.

 FULL version of the Product in executable format US \$600.00 (six hundred dollars) per annum. This includes a written "Installation and User Guide". At Licensee's request, installation support may be provided at the rate set out below.

License fee excludes any taxes, shipping and/or insurance charges, and any bank transfer fees.

SUPPORT

Support is available for either and/or both of the Product versions at an hourly support fee/rate of \$200