End-User Software License Agreement

This End-User Software License Agreement (this "AGREEMENT") is a license agreement between you (the "LICENSEE") and Sunhillo Corporation ("SUNHILLO") in which you are granted a license to use certain SUNHILLO software products in return for your acceptance of the terms and conditions set forth herein. You should read this AGREEMENT carefully before opening this package or extracting the software from the media, as these acts constitute your acceptance of this AGREEMENT. If you do not agree with the terms of this AGREEMENT, you should promptly return the complete package, with any media unopened, to SUNHILLO or your supplier.

In the context of this AGREEMENT, the term "SOFTWARE" refers to the machine-executable object code contained in the accompanying media or detailed in an exhibit attached to this AGREEMENT.

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12.1. LICENSEE may terminate this AGREEMENT by furnishing to SUNHILLO written notice of its intention to terminate this AGREEMENT 45 days prior to the date upon which LICENSEE proposes to terminate this AGREEMENT.

12.2. SUNHILLO may terminate this AGREEMENT upon LICENSEE's failure to pay promptly any fees or other payments associated with this AGREEMENT or comply with the terms or conditions of this AGREEMENT, provided that LICENSEE shall have 30 days to cure any such failure, unless LICENSEE's noncompliance is incurable, in which event SUNHILLO shall have the right to terminate this AGREEMENT immediately.

12.3. Upon termination, the original master and all copies of the SOFTWARE, including manuals and other documentation, must be destroyed and/or returned to SUNHILLO, and SUNHILLO shall have the right to receive from LICENSEE a certificate attesting to the return or destruction of the same.

12.4. Upon Termination, any associated fees paid by LICENSEE are non-refundable.

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13.2. SOFTWARE releases provided by SUNHILLO to LICENSEE to correct non-conformities may contain updates, upgrades, and enhancements in addition to the corrected SOFTWARE. LICENSEE may not activate or use such updates, upgrades, or enhancements unless specifically authorized to do so under additional license.

14. General

14.1. Any changes in the terms and conditions contained herein must specifically be agreed to in writing by an authorized representative of both parties before becoming binding on either party.

14.2. If any provision of this AGREEMENT is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired.

14.3. SUNHILLO's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of such rights.

14.4. This AGREEMENT, along with any exhibits or schedules thereto, supersedes all prior agreements and understandings, oral or written, between SUNHILLO and LICENSEE and is intended as the complete and exclusive statement of this AGREEMENT.

14.5. The prevailing party in any action or proceeding brought in connection with a breach of this AGREEMENT will be entitled to reimbursement by the other party for reasonable costs and reasonable attorney's fees.

14.6. Any controversy or claim arising out of or relating to this AGREEMENT or the breach thereof shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The location of such arbitration proceedings shall be West Berlin, New Jersey, USA for actions brought by the LICENSEE or, for actions initiated by SUNHILLO, a U.S. city specified by the LICENSEE. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.7. This AGREEMENT will be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to the conflict of laws principles thereof.

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