Skyline Software Systems, Inc.

TerraExplorer® Pro™
EVALUATION LICENSE AGREEMENT

This Agreement made and entered into this (Data) _____
By and between

SKYLINE SOFTWARE SYSTEMS INC.

A US company organized and existing under the laws of Delawere.

Hereinafter called "**SKYLINE**"
And

_____

A company/organization organized and existing under the laws of _____
With principal offices at:
_____
_____
_____

Hereinafter called "**CUSTOMER**"

WITNESSETH:

WHEREAS, SKYLINE has developed certain computer Products known as **TerraExplorer® Pro™** (hereinafter "The Product") and related materials including without limitation the object files and/or source codes, trademarks and any related materials or documents;

WHEREAS, the Product embody and reflect certain proprietary rights and Trade Secrets of **SKYLINE** as defined herein;

WHEREAS, **SKYLINE** desires to license the Product to the **CUSTOMER** solely for the purposes of testing and possible procurement;

WHEREAS, **CUSTOMER** desires to license the Product solely for the purposes of testing and possible procurement; and

WHEREAS, **SKYLINE** is willing to deliver and demonstrate a copy of the Product in object code form to **CUSTOMER** for the sole purpose of permitting the **CUSTOMER** to test the Product according to the terms and conditions of this Agreement;

NOW, THEREFORE, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

ARTICLE 1. ENTIRE AGREEMENT

The Preamble and the Exhibits to this Agreement are incorporated herein and constitute integral parts hereof.

ARTICLE 2. LICENSE

1. **SKYLINE** grants to **CUSTOMER** a non-exclusive, non-divisible, non-transferable right to make an indeterminate number of copies, within the **CUSTOMER**'s company, of the copy of the Product, which shall be delivered to **CUSTOMER** in object code form, and to use such copies on **CUSTOMER**'s computers for the sole purpose of testing. **CUSTOMER** shall certify in writing to **SKYLINE** the number of copies made of the Product.

2. This Agreement is valid from the date of execution until (Data)_____ Any obligations that by their nature continue after the termination of this Agreement, including but not limited to **CUSTOMER**'s undertakings in Article 4, shall remain binding upon the parties.

3. The Product shall not be copied or used for any other purposes other than those expressly stated in this Agreement. At **SKYLINE**'s sole discretion, **CUSTOMER** agrees to destroy and/or erase and/or return to **SKYLINE** all copies of the Product and any associated documentation upon termination of this Agreement accompanied by a statement signed by an Officer of **CUSTOMER** verifying same.

4. You may not develop, produce, sell, license, rent, lease, give away for free, transmit or distribute products or part of products developed and or created with the Software for mass market and/or public use in any way or form including but not limited to CD, DVD, Internet, or any other media, unless You enter into a separate license agreement with Skyline.

ARTICLE 3. SKYLINE'S UNDERTAKINGS

1. **SKYLINE** shall not disclose any confidential information of the **CUSTOMER**, which was disclosed to **SKYLINE** during the term of this Agreement.

2. **SKYLINE** shall deliver a copy of the Product in object code form to **CUSTOMER** and transfer to **CUSTOMER** a list of known bugs.

ARTICLE 4. CUSTOMER'S UNDERTAKINGS

1. **CUSTOMER** shall accept delivery of the Product and any related development documentation from **SKYLINE** in trust and confidence and shall use such materials only for the purposes of this Agreement and in accordance with its terms and conditions.

2. **CUSTOMER** shall not, at any time, rent, lease, disclose, disseminate or otherwise transfer the Product or any associated documentation (including without limitation, any extract, copy, adaptation, or transcription thereof), or the Trade Secrets embodied therein, in any media, whether in whole or in part, to any employee, consultant, contractor, or third party who: (i) does not have a need to know and obtain access thereto in order to give effect to the purposes of this Agreement; or (ii) is not legally bound to maintain the proprietary and confidential nature of such materials and information and to limit use and copying thereof and access thereto as required by this Agreement.

3. **CUSTOMER** expressly undertakes to retain in confidence and to require **CUSTOMER**'s employees and consultants to retain in confidence all information and know-how transmitted to **CUSTOMER** by **SKYLINE** that **SKYLINE** has identified as proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential, and will make no use of such information and know-how except under the terms of this Agreement. **CUSTOMER** is required to execute appropriate written agreements with **CUSTOMER**'s employees and consultants sufficient to enable **CUSTOMER** to comply with all provisions of this Agreement. The above non-disclosure provisions shall terminate if and when the confidential information becomes publicly available through no fault of **CUSTOMER**.

4. **CUSTOMER** shall immediately inform **SKYLINE** of any bug he detects in the Product.

5. **CUSTOMER**, directly or indirectly, or through any third party, shall not make unauthorized copies, translate, record, type, or merge the Product. **CUSTOMER** shall not reverse engineer, decompile or otherwise amend, change or alter the Product.

ARTICLE 5. PROPRIETARY PROTECTION

1. This Agreement conveys to the **CUSTOMER** only a limited right of use, fully revocable in accordance with the provisions of this Agreement. Except for such right of use, the **CUSTOMER** shall not assert any right, title, or interest in or to the Product and/or any related documentation.

2. **SKYLINE** hereby represents and the **CUSTOMER** hereby acknowledges, that **SKYLINE** owns all copyright in the Product in any form and the development documentation, and the aforesaid contains substantial Trade Secrets of **SKYLINE** as defined below. **CUSTOMER** shall devote its best efforts, consistent with the practices and procedures under which it protects its own most valuable proprietary information, trade secrets and materials, to protect the Product and any associated documentation against any unauthorized and/or unlawful use and/or copying and to satisfy all its obligations under this Agreement.

3. Trade Secrets includes without limitation, any know-how, technical data, technical information, secret processes, market information, **CUSTOMER** lists, file, and API structure and API sources, source code, object code, or other related information concerning or relating to the Product and/or the Product which has been disclosed or which may from time to time be disclosed by **SKYLINE** to **CUSTOMER** and shall include without limitation all systems design, modular Product structure, system logic flow, file content, screen and report formats, coding techniques and routines, file handling and special search techniques, screen and data entry handling and report generation procedures, and any embodiment of any of the foregoing or part thereof.

4. **SKYLINE** claims and reserves to itself all rights and benefits afforded under United States and trademark laws and all international copyright and trademark conventions in the Product and any associated documentation.

Article 6. Warranty of Authority; Limitation of Remedies

1. Each party warrants that it has the right to enter into this Agreement and to fully perform all obligations undertaken in this Agreement.

2. **CUSTOMER** acknowledges that the Product and related materials are provided "as is" without warrenty of any kind. The Product may not operate correctly, is not fault-tolerant, and may be substantially modified after the execution of this Agreement.
   SKYLINE DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO ANY DATA, INFORMATION, OR OTHER MATERIAL FURNISHED TO CUSTOMER HEREUNDER, INCLUDING THEIR CONDITION; CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION; THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS; AND TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3. In no event will **SKYLINE** be liable to **CUSTOMER** for consequential, incidental, special or exemplary damages arising out of a breach of this Agreement or warranty or **CUSTOMER**'s use of the Product, including but not limited to lost profits or loss of business, even if **SKYLINE** has been apprised of the likelihood of such damages occurring.

4. **SKYLINE** shall have no obligation to **CUSTOMER** with respect to any claim of infringement based upon the **CUSTOMER**'s use of the Product in combination, operation or otherwise with data or materials not supplied by **SKYLINE**.

ARTICLE 7. CONFIDENTIALITY OF EXISTENCE OF PRODUCT & TERMS OF AGREEMENT

Except for disclosure to employees and professional advisors, who have a need to know, on a confidential basis, the parties shall not disclose the existence of this Agreement or any of the activities pursued hereunder for a period of one (1) year from the date of execution. **CUSTOMER** hereby agrees not to discuss any aspect of this Agreement, including the existence thereof, and/or any aspect of the Product, including the existence thereof, with any third party, including without limitation, the media.

ARTICLE 8. OBLIGATION FOR EXPENSES

Except as otherwise expressly provided in this Agreement, each party shall bear all expenses it may occur in acting pursuant to this Agreement.

ARTICLE 9. BREACH

In addition to any other remedy available to the parties, if **CUSTOMER** breaches any of the terms and/or conditions of this Agreement, **SKYLINE** shall have the right to revoke the license under this Agreement and to demand the immediate return of all copies of the Product from **CUSTOMER** accompanied by a signed statement from an Officer of **CUSTOMER** verifying the aforesaid.

ARTICLE 10. MISCELLANEOUS

1. **CUSTOMER** may not assign or transfer its rights or obligations under this Agreement without the prior written consent of **SKYLINE**.

2. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Massachusetts. **CUSTOMER** acknowledges that any action or suit brought to enforce any right or remedy of

this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of Boston in the State of Massachusetts.

3. The parties are independent contractors of one another. Nothing herein shall be deemed to create any relationships of agency, partnership, or joint venture between the parties.

4. All remedies available to either party for one or more breaches by the other party shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a breach of this Agreement by the other party shall not be deemed a waiver of said breach or a waiver of future breaches, unless such waiver is in writing and is signed by the party against whom enforcement is sought.

5. All notices required or permitted hereunder shall be in writing and shall be addressed to the appropriate party as set forth above, unless another address shall have been designated and shall be delivered by hand or by registered or certified mail, postage prepaid.

6. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications whether oral or in writing. This Agreement may be modified only by a writing executed by the parties.

IN WITNESS WHEREOF, BOTH PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

SKYLINE SOFTWARE SYSTEMS, INC.	**CUSTOMER**:
By: _____ Ronnie Yaron_____	By: _____
Title: _____President _____	Title: _____
Date: _____	Date: _____