

Micro-Processor Services LLC

Migrating your source code for the future

Tel: (561) 302-3276 • E-mail: info@mpsinc.com

STANDARD TRANSLATOR ORDER FORM

Billing Address:

Shipping Address:

NAME: _____

NAME: _____

COMPANY: _____

COMPANY: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

STATE/COUNTRY: _____

STATE/COUNTRY: _____

ZIP CODE: _____

ZIP CODE: _____

TEL: (____) _____

TEL: (____) _____

FAX: (____) _____

FAX: (____) _____

E-MAIL _____

E-MAIL _____

Translator Source Language AND Dialect: _____

Translator Target Language: _____

Translator License Type, Term and Price: _____

General Support Type, Term and Price: _____

Shipping & Handling Option (see below): _____

Payment Information: We accept payment via ACH, Zelle and wire transfer. Please contact us for bank details.

Shipping & Handling Options:

Domestic Orders ONLY

Ground: \$20.00

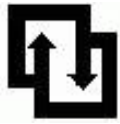
2nd Day Air: \$30.00

Overnight: \$60.00

International Orders:

Airmail: \$100.00

Courier: \$130.00+



Micro-Processor Services LLC

*Migrating your source to the
future*

SOFTWARE LICENSE & SUPPORT AGREEMENT

The following standard terms and conditions apply to all Software Package orders: SOFTWARE PACKAGE refers to any Micro-Processor Services LLC (hereinafter "MPS") software program or custom software conversion and validation service provided by MPS to the customer pursuant to customer's purchase order and/or described in MPS's on-line catalogue on its web site, in any printed, machine readable, or interpreted form, including all permitted reproductions made by the customer and any updates provided by MPS, its subroutines, optional application routines, text editor, compiler interpreter, utility routines, User's Guides, and supporting documentation.

LICENSE:

Upon review of this licensing agreement, payment of the quoted or listed price for the Software Package, and receipt of the Software Package, MPS grants the customer a non-exclusive license to use the Software Package for the term indicated by the license. During the term of the license, the customer may make unlimited copies of the Software Package for back-up or archive purposes. Because the Software Package is distributed with the understanding that it includes valuable MPS trade secrets and the transfer of knowhow to the customer, the customer agrees not to reproduce, sell, give away, distribute, or disclose to any copy or portion thereof to third-parties without the written consent of MPS.

DOCUMENTATION AND COPY PROTECTION:

The Software Package will be provided on a CD unless other media is specified by the customer. One User's Guide and one security lock or key disk, if required, will be supplied. No source will be provided.

INSTALLATION AND TRAINING:

The license of the Software Package includes the User's Guide. The customer assumes responsibility for installation and training.

WARRANTY AND SUPPORT:

MPS guarantees the Software Package to operate according to its specifications for thirty (30) days after shipment. During this period MPS agrees to assist the customer if the Software Package fails to meet the specifications or intended use. Such assistance shall be limited to MPS responding to the customer's software problem reports according to MPS's standard assistance practices. This warranty is given to the customer only and not to any third parties. **MPS DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**

If monthly support is purchased or included in the customer's quotation and/or order, MPS will provide the customer with technical assistance via telephone or e-mail of up to one (1) hour a week, not to exceed

four (4) hours for each month of support purchased. Please note that support hours that are not used during a monthly period cannot be rolled over to a succeeding monthly support period.

LIABILITY:

Provided notice of any defects is given in writing to MPS during the warranty period, MPS's liability is limited, in MPS's sole discretion, to either refunding the purchase price of the Software Package or to correction of the defects. **MPS is not liable for damages of any kind including but not limited to special, indirect, incidental, or consequential damages, loss of profits, loss of use, or interruption of business arising out of or in combination with the use or performance of the Software Package.**

DELIVERY:

MPS will make its best effort to deliver the Software Package within one (1) week of receipt of the customer's order for standard products or as quoted for custom products and services.

ASSIGNMENT:

The licensing agreement may not be assigned, sublicensed, or transferred by the customer to any third parties without MPS's prior written consent.

ENTIRE AGREEMENT, APPLICABLE LAW:

This is the entire agreement between the parties relating to the Software Package and may only be modified in a writing signed by both MPS and the customer. This agreement is governed by Florida law. By ordering a Software Package from MPS, the customer consents to exclusive jurisdiction and venue in the courts of Florida, Palm Beach County, for any claims and/or collection matters than may arise under this licensing agreement.