

Software License Agreement

Between

SC Solutions, Inc.
1261 Oakmead Pkwy
Sunnyvale, CA 94085

and

(Licensee)

(Address)

(City) (State) (Zip)

This agreement consists of this cover page, the General Terms and Conditions (on the reverse side), and attached Order Form(s).

Grant of License

For payment of fees, SC Solutions grants Licensee and Licensee accepts a personal, non-exclusive, nontransferable license to (i) the computer software in object code form (machine-readable) described in the Order Form(s), which along with any security device and the media on which the software is delivered, together comprise the "Licensed Programs", and (ii) the related end-user documentation ("Documentation") described in the Order Form(s), subject to the following terms and conditions. The combination of the Licensed Programs and Documentation shall collectively be referred to as the "Licensed Materials".

Entire Agreement

This is the entire agreement. Any changes must be in writing and signed by the parties. In the event of any conflict between the terms and conditions of this agreement and any purchase order (or other instrument) issued by the Licensee in connection with this agreement, this agreement shall control.

The terms of this agreement are agreed to by:

SC Solutions, Inc.

(Authorized Signature)

(Name, Type or Print)

(Title)

(Date)

(Licensee)

(Authorized Signature)

(Name, Type or Print)

(Title)

(Date)

Software License Agreement - General Terms and Conditions

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