EULA: END USER SOFTWARE LICENSE AGREEMENT

NOTICE: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT WHICH CONTAINS RIGHTS AND RESTRICTIONS ASSOCIATED WITH YOUR USE OF THE MOBILEERP SUPPLIED SOFTWARE (THE "SOFTWARE") AND DOCUMENTATION PROVIDED TO YOU BY MOBILEERP SOFTECH P LTD. ("LICENSOR"). INSTALLING OR USING THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU ("END-USER") DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

THIS AGREEMENT IS ENTERED INTO IN CONJUNCTION WITH END-USER'S PURCHASE OF LICENSOR PRODUCTS AND AS SUCH THE GENERAL AND/OR MISCELLANEOUS TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT GOVERNING SUCH TRANSACTION WHICH ARE NOT INCONSISTENT WITH THE TERMS OF THIS AGREEMENT SHALL BE INCORPORATED HEREIN BY REFERENCE.

The Software is created, copyrighted and patented worldwide by MR. ASHISH SHAH the Author of MobileERP, ERPWEB, SOFTSERVER and SOFTROBOT Software's, and is licensed to MobileERP Softech P Ltd. Worldwide for inclusion with MobileERP Company products, and as such is designed to function only with MobileERP Supplied products. **The Software is licensed, not sold, to you, the End-User**. If End-User fails to reject the Software by written notice to Licensor within ten (10) days after the Software is delivered to or downloaded or used by End-User, the Software will be deemed accepted by End-User. END-USER's SOLE AND EXCLUSIVE REMEDY IN THE EVENT END-USER REJECTS THE SOFTWARE SHALL BE A REFUND OF THE LICENSE FEE PAID BY END-USER, IF ANY.

Subject to the terms of this Agreement, Licensor grants to End-User a non-exclusive, non-transferable, limited license to (i) install and use the Software in object code form only on a single SERVER as a single end-user, (ii) make one (1) copy of the Software for backup and archival purposes, and (iii) use the Documentation only in conjunction with the use of the Software. End-User acknowledges that it must purchase from Licensor, pursuant to a separate written agreement with Licensor, a license for each concurrent user of the Software and that concurrent use by multiple users in excess of the licenses purchased from Licensor is prohibited. End-User represents and warrants to Licensor that it shall not permit the number of concurrent users of the Software to exceed the number of licenses purchased from Licensor. End-User agrees to allow Licensor, or a mutually agreed to third party, to perform audits from time to time to determine End-User's compliance with this Agreement.

End-User shall not modify, rent, lease, assign, publicly display, publicly perform or distribute the Software. End-User shall not reverse engineer, decompile or disassemble the Software. End-User shall not sublicense any of the rights granted to End-User in this Agreement to any third party. End-User shall not copy any of the electronic materials or documentation accompanying the Software, if any. End-User shall not remove any copyright or other proprietary marking or legend included in the Software.

The Software is confidential copyrighted information of Licensor and, except for the licenses granted herein, all right, title and interest in and to the Software and all copies thereof and the documentation for the Software shall remain in Licensor or its licensors. End-User shall include on the backup copy of the software made by End-User all copyright and other proprietary markings or legends that are included in the software as provided to End-User by Licensor.

Licensor warrants for ninety (90) days from the date End-User purchases the Software that the media on which the Software is recorded is substantially free of defects. In the event of a breach of this warranty, Licensor shall replace the media without charge, provided that the defective media and proof of purchase are returned to Licensor within ninety (90) days of the date of purchase. The foregoing remedy is End-User's sole and exclusive remedy in the event of a breach of the warranty set forth in this Section. The foregoing warranty shall be void where the failure of the media has resulted from accident or abuse. Warranty or Refund cannot be claimed if end user fails to operate the software. The amount of software shall be paid in full even though END USER makes partial or no use of Software.

End User accepts all responsibility for the content, message, images and files created using the Software. End User acknowledges that it may be a criminal offense to create content, messages, images or files that include language which may be deemed to be libelous, slanderous, obscene or offensive as defined by Local, State or Federal ordinances or statutes.

LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LICENSOR'S MAXIMUM LIABILITY ARISING OUT OF RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEES PAID BY END-USER TO LICENSOR UNDER THIS AGREEMENT, IF ANY. IN NO EVENT SHALL LICENSOR BE LIABLE TO END-USER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS OR BUSINESS OPPORTUNITY), AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

End-User may terminate this Agreement at any time by destroying all copies of the Software and certifying such destruction by written notice to Licensor. This Agreement will terminate immediately without notice from Licensor if End-User fails to comply with any provision of this Agreement. Upon such termination, End-User must destroy all copies of the Software and certify such destruction by written notice to Licensor. The validity, performance and interpretation of this Agreement will be governed by the laws of the State of Gujarat, as they are applied to agreements between Indian residents entered into and to be performed entirely within Vadodara, Gujarat, India.