Numerical Innovations END-USER LICENSE AGREEMENT (EULA)

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into between Numerical Innovations with its principal and related documentation in accordance with the following terms and conditions, and you, the recipient of the license rights granted by this Agreement ("User").

1. LICENSE GRANT

Numerical Innovations, grants to User (either as an individual or entity) a limited, non-exclusive, non-transferable, license to use the Software and documentation solely for User's own internal personal or business purposes at User's premises. The cost of installation and use of the Software and/or documentation shall be borne by User.

2. RESPONSIBILITIES

Numerical Innovations, may, in its sole discretion, elect not to support or to publicly release all or any final versions of the Software or any final product or similar product and is under no obligation to do so. During the Term of this Agreement Numerical Innovations, may provide you with customer support and/or software upgrades, enhancements, or modifications for the Software (collectively, "Support"), in its discretion, and may terminate such Support at any time without notice to you. Numerical Innovations, reserves the right to charge you for Support. Such Support shall be subject to the term of this Agreement.

User agrees to report in a timely manner to support@NumericalInnovations.com for problems found with the Software within a reasonable time of encountering such problems. In some instances, User will be requested to provide Numerical Innovations, with a description of the problem or bug, as well as a description of how the problem was created.

3. NON-DISCLOSURE

Numerical Innovations, may disclose certain confidential information to User during the term of this Agreement ("Confidential Information") which includes, but is not limited to, the Software, computer programs, flowcharts, diagrams, manuals, design documents or marketing and financial information supplied by Numerical Innovations to User. During this Agreement and for a period of two (2) years thereafter, User agrees that it will not disclose any Confidential Information to any third party except to those employees of User that have a need to know the Confidential Information in order to further the purposes of this Agreement. User shall use the same degree of care to protect the Confidential Information as User uses to protect its own confidential information which in any event shall not be less than a reasonable degree of care.

Confidential Information does not include information that User can show; a) is or becomes generally available to the public through no fault of User; b) is rightfully received by User from a third party without limitation as to its use; c) is independently developed by User; or d) is required to be disclosed due to an obligation imposed by a court of competent jurisdiction or other government body, provided that, before any such disclosure, User shall provide reasonable advance written notice to Numerical Innovations of such obligation in order to enable Numerical Innovations to seek any appropriate order preventing such disclosure.

Upon termination of this Agreement, User will return to Numerical Innovations or destroy the Software and all other Confidential Information received. User agrees to certify in writing such destruction upon request by Numerical Innovations.

4. OTHER COPIES

User will not make or have made, or permit to be made, any copies of the Software or Documentation or portions thereof, except as necessary for the purposes of this Agreement and except as necessary for back-up purposes.

5. OWNERSHIP

The Software as well as the related copyrights or other industrial or intellectual property rights, are the property of Numerical Innovations. The User acquires no title, right or interest in the Software other than the license rights granted herein. Title to and ownership of the Software, any reproductions and any documentation shall remain with Numerical Innovations.

6. OTHER RESTRICTIONS

User may not assign, transfer, mortgage, charge, rent, sub-license, lease or sell the Software to any third party without the prior written consent of Numerical Innovations.

User may not harass, slander, defame, misrepresent, or otherwise violate the rights of any third party through use of the Software, or make available through the Software any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right, and the burden of determining that any material is not protected by copyright rests with User.

Numerical Innovations will not compensate User for testing or for evaluating the Software, for returning error reports or suggestions, or for any other actions User takes in performance of this Agreement, including but not limited to, User's connect time charges for Internet access, User's phone bill, and User's equipment costs. You agree that Numerical Innovations owns any suggestions and comments User provide as part of the testing and evaluating of the Software, that User will not share these suggestions and comments with any third party, and that Numerical Innovations may use User's suggestions and comments for any purpose whatsoever without compensation to User of any kind. User agrees not to accept compensation, goods, or services from any third party for undertaking, or for failing to undertake, any action in connection with this Agreement, for testing, evaluating, or writing about the Numerical Innovations Software, or for circulating, in a manner unauthorized by Numerical Innovations, the Software itself and User agrees that undertaking any of the foregoing will automatically terminate this Agreement. You must inform Numerical Innovations immediately if User are solicited by a third party to perform any of the activities forbidden by this Section 6.

7. EXPORT

User agrees that unless prior written authorization is obtained from the relevant governmental authority, it will not export, re-export, or transship, directly or indirectly, the Product or any technical data disclosed or provided to User, or the direct product of such technical data to or from any other country as to which there is an applicable embargo or other trade restriction imposed by the US or other Government.

8. GOVERNMENT RESTRICTED RIGHTS

The Software and the Related Materials are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1, 227.7202-3 and 227.7202-4 (June 1995), if the licensee hereunder is the U.S. Government or any agency or department thereof, the Software and the Related Materials are licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

9. EXCLUSION OF WARRANTIES

Numerical Innovations DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS OR ERRORS. THE SOFTWARE AND RELATED MATERIALS ARE PROVIDED TO SOFTWARE EVALUATOR "AS IS" AND Numerical Innovations DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE AND/OR RELATED MATERIALS. IN NO EVENT WILL Numerical Innovations OR ITS LICENSORS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF Numerical Innovations HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERM AND TERMINATION

This Agreement may be terminated by Numerical Innovations by written notice to User in case of breach by User of any provisions of this Agreement. The provisions of Sections 3, 5, 9, 10, and 11 shall survive the termination (for any reason) of the Agreement. Upon termination, User shall either destroy any and all copies of the Software and Documentation in its possession or control or shall return the same to Numerical Innovations.

11. GENERAL PROVISIONS

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing signed by an authorized employee of each party hereto.

If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected.

Law and Jurisdiction - This Agreement shall be governed by the law of the State of Nevada and the parties hereby submit to the exclusive jurisdiction of the courts of the State of Nevada.

Entire Agreement - User agrees that this Agreement is the complete and exclusive statement of the Agreement Between User and Numerical Innovations, and that it supersedes any proposal or prior Agreement, oral or written, and any other communication, relating to the subject matter hereof. No vendor, distributor, reseller, sales representative, or other person or entity is authorized to modify this Agreement or to make any warranty, representation or promise which is different from those set forth in this Agreement.

User acknowledges that he/she has read, understands and agrees to be bound by the above terms and conditions. By use of the software product you are bound to this agreement.

COPYRIGHT STATEMENT

Numerical Innovations, Inc.

2850 W. Horizon Ridge Parkway, Suite 200

Henderson, Nevada 89052

Web: www.numericalinnovations.com

Licenses: support@numericalinnovations.com

Support: support@numericalinnovations.com

Sales: sales@numericalinnovations.com

Numerical Innovations software is protected by U.S. Copyright laws and applicable international treaties, and may only be used in accordance with the terms of the software license agreement.

This software contains trade secrets, and in order to protect them, you may not decompile, reverse engineer, disassemble or otherwise reduce the software to human-perceivable form. You may not modify, adapt, translate, rent, lease or create derivative works based upon the software or any part thereof.

Numerical Innovations will seek maximum compensation and damages should we become aware of a copyright violation.

DISCLAIMER

In no event shall Numerical Innovations be held liable for any loss of profit, expenses incurred, or other commercial, special or consequential damage arising from your use of this software.

PRIVACY POLICY

The Numerical Innovations, Inc Privacy Policy describes how we treat your information when you use our software tools. For more information, please visit our website http://www.numericalinnovations.com/privacy_policy.html