END-USER LICENSE AGREEMENT (EULA)

THIS END USER LICENSE AGREEMENT (the "Agreement") is between Beeond, Inc, with its principal place of business at 1822-6 South Glenburnie Road, Suite 213, New Bern, NC 28562, USA("Beeond"), and the customer ("Customer"), who has purchased the Beeond software programs.

The terms of this Agreement shall apply to any Program licensed by Customer from Beeond.

1.   DEFINITIONS

1.1   "Ancillary Program(s)" shall mean the third party materials delivered with the Programs or the Documentation.

1.2   "Commencement Date" shall mean thirty (30) days from the date of software activation.

1.3 "Documentation" shall mean Beeond's current on-line help, guides, and manuals published by Beeond and available and made generally available by Beeond for the Programs. Documentation shall include any updated Documentation that Beeond provides with Updates.

1.4   "Beeond Material" shall mean material as defined in Section 2.3.

1.5   "Beeond Reseller (RESELLER)" shall mean a legal entity that has signed a RESELLER agreement with Beeond to resell Beeond software. The relationship of Beeond and RESELLER established by their signed RESELLER Agreement is that of independent contractor and nothing contained in the RESELLER Agreements shall be construed to (1) give either party the power to direct and control the day to day affairs of the other party, (2) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (3) allow RESELLER to create or assume any obligation on behalf of Beeond for any reason whatsoever.

1.6   "Program(s)" shall mean the version of the Beeond software identified in the Customer's Software Purchase and Software Activation Email. The software licenses the Customer has purchased and which is available for Customer download from the Beeond product website. Programs shall not include Ancillary Programs.

1.7   "Supported Platform" shall mean the hardware and software platforms (e.g., hardware, platforms, operating systems, software platforms, etc.) that execute on or operate with the Programs as expressly set forth in the Documentation.

1.8   "Update(s)" shall mean; (a) subsequent releases of the Programs that Beeond makes generally available to its Customers, and that add new features, functionality, and/or improved performance, operate on new or other databases, operating systems, or client or server platforms, or add new foreign language capabilities; (b) bug or error fixes, patches, workarounds, and maintenance releases. Updates shall not include next generation Programs, or new or separate products that Beeond offers for an additional fee to its customers.

1.9   "User(s)" shall mean the named or specified individuals authorized by Customer to use Programs, regardless of whether the individual is actively using the Programs at any given time. Customer may replace authorized Users as necessary to reflect personnel changes provided that the number of individuals authorized to use the Programs does not exceed the maximum number of authorized Users at any time. Users may include the employees of Customer or third parties; provided that such third party is limited to use of the Programs only as configured and deployed by Customer, and solely in connection with Customer's internal business operations as conducted by or through such third party, including but not limited to the installation, administration or implementation of the Programs for Customer. Customer agrees that it is responsible for ensuring that any usage by its employees and any such third parties are in accordance with the terms and conditions of this Agreement.

2.   PROGRAM LICENSE

2.1   License Grant. Subject to the terms and conditions of this Agreement, Beeond grants Customer the following worldwide, nonexclusive, royalty free rights, solely for its own internal business operations: (a) to use the Programs and Ancillary Programs subject to all of the terms of this Agreement; (b) to use the Documentation as provided therein solely for purposes of supporting Customer's use of the Programs; (c) to use the Beeond Materials solely for purposes of installing or operating the Programs; (d) to install, integrate, and implement the Programs and Ancillary Programs or to have third parties do so for the Customer; (e) to use the Ancillary Programs only in combination with the Programs and solely for purposes of installing or operating the Programs; (f) to copy the Programs, Ancillary Programs and Documentation as reasonably necessary to support the maximum number of Users; and (g) to make a reasonable number of additional copies of the Programs, Ancillary Programs, and Documentation solely for archival, emergency back-up, or disaster recovery purposes. With respect to any and all copies of the Programs, Ancillary Programs, and Documentation, Customer shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices, and that all such copies shall be subject to the terms and conditions of this Agreement.

2.2   License Restrictions. The rights granted in Section 2.1 are subject to the following restrictions: (i) Customer may not use any Ancillary Programs as stand-alone applications; (ii) Customer may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Programs or Ancillary Programs; and (iii) Customer may not sublicense or use the Programs or Ancillary Programs for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Beeond.

2.3   Retention of Rights. Beeond reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Beeond and its suppliers retain all rights, title and interest in and to the Programs, Ancillary Programs, Documentation, and other Beeond material (the "Beeond Materials"), and Customer does not acquire any right, title, or interest to the Programs, Ancillary Programs, Documentation, or Beeond Materials except as set forth herein; (ii) any configuration or deployment of the Programs or Ancillary Programs shall not affect or diminish

Beeond's rights, title, and interest in and to the Programs or Ancillary Programs. Nothing in this Agreement shall limit in any way Beeond's right to develop, use, license, create derivative works of, or otherwise exploit the Programs and the Ancillary Programs, or to permit third parties to do so.

3.   UPDATES

3.1   Updates. Updates for Programs shall be made available at no charge to customer solely at the discretion of Beeond, should a critical software issue be identified.

4. WARRANTIES AND REMEDIES

4.1   Intellectual Property Infringement. If a third party makes a claim against Customer that the Programs directly infringe any patent, copyright, or trademark or misappropriate any trade secret ("IP Claim"); Beeond will (i) defend Customer against the IP Claim at Beeond's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Beeond arising out of such IP Claim; provided that: (i) customer promptly notifies Beeond in writing no later than thirty (30) days after Customer's receipt of notification of a potential claim; (ii) Beeond may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides Beeond, at Beeond's request and expense, with the assistance, information and authority necessary to perform Beeond's obligations under this Section.

Notwithstanding the foregoing, Beeond (i) may at its sole discretion opt to seek repair or replacement of the affected software, and if such repair or replacement has not taken place after reasonable opportunity for remedial action by Beeond, the Customer may, as the only and sole compensation for damage under this section 5.1, claim repayment of any depreciated license fees paid to Beeond for the affected Software, which for the purposes of this section shall be presumed to depreciate by one-fifth (1/5) of its license fee per year, and (2) shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of Programs if the infringement would have been avoided by the use of a current unaltered release of the Programs, (b) the modification of a Program, or (c) the use of the Programs other than in accordance with the Documentation, Beeond Materials and this Agreement.

If the Programs are held to infringe or are believed by Beeond to infringe, Beeond shall have the option, at its expense, to (a) replace or modify the Programs to be non-infringing, or (b) obtain for Customer a license to continue using the Programs. If it is not commercially reasonable to perform either of the foregoing options, then Beeond may terminate the Program license for the infringing Programs and refund the license fees paid for those Programs and fees for any Services that directly relate to such Programs upon return of the Programs by Customer. This Section 4.1 states Beeond's entire liability and Customer's exclusive remedy for any IP Claim.

4.2   Limited Warranties and Disclaimers

A.   Program Warranty. Beeond warrants for thirty (30) days from the Commencement Date that each Program will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation on a Supported Platform.

B.   Ancillary Program Warranties. Customer shall have the benefit of any third party warranties, service agreements and infringement indemnities available to end users of the Ancillary Programs; provided, however, that Customer's sole remedy for breach of any such warranty, indemnification, service agreement, or other rights shall be against the third party offering such rights and not against Beeond. In the event that an Ancillary Program causes the Programs to fail to perform in all material respects the functions described in the Documentation when operated on a Supported Platform, Beeond will use commercially reasonable efforts to provide Customer with a workaround or fix where such workaround or fix may include, at Beeond's option, replacing the Ancillary Program with a replacement Ancillary Program having substantially equivalent functionality at no additional charge.

C.   Disclaimers. Beeond does not warrant that (i) the Programs will meet Customer's requirements, (ii) the Programs will operate in combinations with other hardware, software, systems or data not provided by Beeond (except as expressly specified in writing by Beeond in the Documentation) which Customer may select for use, (iii) the operation of the Programs will be uninterrupted or error-free, or (iv) all Program errors will be corrected. In case of Programs errors, Beeond shall use commercially reasonable efforts to provide Program Updates, which may or may not resolve all Program errors. Notwithstanding any provision to the contrary, Beeond Materials are distributed "AS IS." The warranties above are exclusive and in lieu of all other warranties, whether express, implied or statutory, and Beeond and its licensors hereby disclaim all implied warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and quality of Service.

4.3   Exclusive Remedies. Customer must within thirty (30) days report in writing any breach of the warranties contained in Sections 4.2A, 4.2B, and 4.2C, to Beeond during the relevant warranty period, and Customer's exclusive remedy and Beeond's entire liability for any breach of such warranties shall be as set forth below:

A.   Program Warranty. To use its commercially reasonable efforts to correct or provide a workaround for reproducible Program errors that cause a breach of this warranty, or if Beeond is unable to make the Program operate as warranted within a reasonable time considering the severity of the error and its impact on the Customer, Customer shall be entitled to return the Program to Beeond and recover the fees paid within one (1) year of such breach to Beeond for the Program license.

4.4   General Indemnity. The parties shall defend and indemnify each other and each other's employees, officers, directors and agents against all damages for bodily injury, death, or damage to real or tangible personal property, caused by the defaulting party in the course of performing this Agreement.

5.   LIMITATION OF LIABILITY

5.1   Exclusion of Consequential Damages. Except for breaches of section 6.1 herein, in no event shall Customer, Beeond, or Beeond RESELLER be liable for any indirect, incidental, special or consequential damages, including without limitation damages for loss of profits, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages, provided however, the foregoing shall not be construed to limit either party's obligations as set forth in Sections 5.1 or; provided further however, that in the event Customer makes unauthorized copies of the Programs, Beeond shall be entitled to recover the full amount of any license and M&U Service fees that would relate to such copies.

5.2   Limitation of Direct Damages. Except for Beeond's liability for IP Claims (Section 4.1), its obligations to indemnify Customer under Section 4.4, or for any breach of its Nondisclosure obligations (Section 6.1), the aggregate and cumulative liability of Beeond and its suppliers for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement, and if such damages relate to particular Program(s) or Services, such liability shall be limited to fees paid for the relevant Program(s) or Services giving rise to the liability. Except for its obligations to indemnify Beeond under Section 4.4, or any breach of its obligations to comply with the License Grant (Section 2.1), the License Restrictions (Section 2.2), and its Nondisclosure obligations (Section 6.1), Customer's aggregate and cumulative liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement.

6.   GENERAL TERMS
6.1   Nondisclosure. Each party may have access to information that is confidential to the other party ("Confidential Information"). The parties agree, effective immediately upon purchase of Programs and for a 3 year period after termination of this agreement, to keep knowledge, information or data belonging to the other this is not in the public domain (including, but not limited to, trade secrets, pricing, proprietary programs, software packages, technical know-how, methods and procedures of operation, user's guides, instruction manuals, and other materials) as confidential.

The parties agree, except as provided hereunder, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in the performance of this Agreement. Subject to the foregoing sentence, Confidential Information may be disclosed by Customer to third parties that are Users so long as such third party Users is not a direct competitor of Beeond.

Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 6.1, and that such breach will cause irreparable harm to the non-breaching party. Therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might otherwise have at law or under this Agreement.

This Section 6.1 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

6.2   Assignment. Customer may not transfer any Program to another legal entity, without Beeond's prior written consent. Nonetheless, Customer may, if he becomes part of a merger or demerger, reassign the license to use the Programs hereunder to the merged or demerged legal entity, upon notification to Beeond in writing of the reassignment within thirty (30) days of the transaction.

6.3   Governing Law. This Agreement shall be construed, governed, and enforced by and in accordance with the internal laws of the State of North Carolina. Any dispute arising out of this Agreement, the parties shall try to settle amicably. Each party expressly consents to the jurisdiction of the Superior Court of the State of North Carolina should litigation arise between the parties.

6.4   Notices. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon the date sent by certified mail return receipt requested, on the date received, to the addresses set forth in Section 6.13.

6.5   Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. If any warranty remedy is held to fail of its essential purpose, the limitation of liability herein shall be enforced to the fullest extent permitted by law.

6.6   Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Beeond's proprietary rights in the Programs, Beeond Materials, or Documentation, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

6.7 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.

6.8   Successors and Assigns. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Beeond and Customer.

6.9   Delivery. All materials provided by Beeond hereunder shall be delivered to Customer via the World Wide Web from the Beeond website at www.beeond.net or by email. If Customer cannot access or download Programs, Beeond shall attempt to help Customer to resolve the issues at no additional charge.

6.10 Export. Customer agrees to comply fully with all relevant export laws and regulations. In the event that Customer, only as expressly permitted by this Agreement, provides the Programs, Ancillary Programs. Documentation or any direct product thereof to a third party located in any destination outside the country of delivery by Beeond, Customer shall ensure that it enters into a

written agreement with such third party that protects Beeond's rights and interests to the same extent protected under this Agreement and specifies Beeond as a third party beneficiary. Customer agrees to provide a copy of such agreement to Beeond at Beeond's request and to assist Beeond at Customer's expense in enforcing Beeond's rights.

6.11 Relationship Between the Parties. Beeond is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

6.12 Entire Agreement. This Agreement, together with any attached exhibits that are incorporated by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such exhibits. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

6.13 Questions on EULA. Should you have any questions concerning this EULA, or if you desire to contact Beeond for any reason, please contact by email at Sales@beeond.net or by mail at Beeond, Inc., 1822-6 South Glenburnie Road, Suite 213, New Bern, NC 28562

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