

Software: RSH-RDELTA

Licensee: Organization:

Street Address:

City, State, Zip

Website:

Date:

Name:

Phone No:

Email Address:

CPU Serial No:

SMF-ID:

zOS Ver/Rel:

Mainframe Sort - Vendor, Product, and Ver/Rel:

Licensor: RSH Software, Inc., 29 Caroline Park, Newton, MA 02468

Phone No: 617-641-0072

By downloading, installing, copying, transmitting, or executing SOFTWARE you (Licensee) agree to all the terms of this agreement (License). If you do not agree to all of the terms of this License, then do not download, install, copy, transmit, or execute Product.

GRANT. Subject to the terms and conditions of this Agreement, you are granted a non-assignable, non-transferable, non-exclusive right and license to temporarily install and use one object code copy of SOFTWARE and its accompanying documentation solely for the purpose of testing and evaluation. Product requires an authorization code to provide full function. If a code is provided with this license, SOFTWARE will only function for a limited period of time. Without this code, SOFTWARE may execute successfully but only for specific functions as defined by Product and documentation.

NON-DISCLOSURE AND USAGE. Licensee understands that SOFTWARE includes copyrighted, confidential, trade secret, patented and proprietary information of Licensor and agrees to hold SOFTWARE in strict confidence and to provide reasonable precautions to preserve the proprietary nature of SOFTWARE. Licensee shall not redistribute, decompile, or reverse engineer SOFTWARE, or generate or use SOFTWARE authorization codes not provided by Licensor. SOFTWARE may only be used by employees of Licensee and not by or for the benefit of any third party, including but not limited to, consultants, vendors, commercial timesharing, service bureau, or other rental or sharing agreements, except as allowed in writing by Licensor.

LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH THE USE OF SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST DATA, LOST EARNINGS OR PUNITIVE DAMAGES, WHETHER ARISING IN WARRANTY, CONTRACT, TORT, STATUTE, EQUITY OR OTHERWISE, EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF WARRANTY. LICENSOR DISCLAIMS AND EXCLUDES, AND LICENSEE WAIVES, RELEASES AND COVENANTS NOT TO ASSERT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY. LICENSEE ACKNOWLEDGES THAT THE SOFTWARE MAY EMBODY LIMITED FUNCTIONALITY AND IS SUPPLIED TO LICENSEE ON AN "AS IS" BASIS. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS.

TERMINATION. This agreement shall terminate 30-days from the date Licensor provides SOFTWARE to Licensee or on any other such date as indicated by Licensor. If, at the end of the evaluation period, you choose not to license SOFTWARE, you shall immediately destroy all copies of SOFTWARE, documentation, user materials, and any supporting materials. Licensee shall also destroy all copies of any resulting output or reports produced using SOFTWARE.

ENTIRE AGREEMENT. This Agreement supersedes all prior warranties, representations, statements, and agreements and understandings of any nature whatsoever, verbal or written, and constitutes the entire and exclusive understanding between the parties. Licensor and Licensee each warrant to the other that it has not relied upon any warranty, representation, statement, agreement or understanding except those contained in writing in this Agreement. Any modifications or amendments to this Agreement shall be in writing.

To execute this agreement, either (a) print, sign, and fax it to 617-969-9027, or (b) email it to sales@rshsoftware.com using the email address provided above (Note: domain name in the email address and website must match).

Name & Signature: _____