

YOU SHOULD CAREFULLY READ THE FOLLOWING END-USER LICENSE AGREEMENT BEFORE USING THIS SOFTWARE (B4 SYSTEMS DESIGN, INC.) AND ITS RELATED MATERIALS (COLLECTIVELY, THE "B4 SYSTEMS DESIGN, INC. SOFTWARE").

END-USER LICENSE AGREEMENT

This End-User License Agreement ("Agreement") is a legal agreement between you and B4 SYSTEMS DESIGN, INC. Corporation ("B4 SYSTEMS DESIGN, INC."), the licensor of the B4 SYSTEMS DESIGN, INC. SOFTWARE. This Agreement covers the B4 SYSTEMS DESIGN, INC. SOFTWARE. By installing the B4 SYSTEMS DESIGN, INC. SOFTWARE in your personal computer, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, B4 SYSTEMS DESIGN, INC. is unwilling to license the B4 SYSTEMS DESIGN, INC. SOFTWARE to you. In such event, you should not install, copy or use the B4 SYSTEMS DESIGN, INC. SOFTWARE.

AGE REQUIREMENT

You must be at least 18 years of age to agree to and enter into this Agreement on your own behalf and to register for use of the Service. If you are under 18 but at least 13 years of age, you must present this Agreement to your parent or legal guardian, and he or she must check the box below to enter into this Agreement on your behalf. Children under the age of 13 may not register for this Service, and parents or legal guardians may not register on their behalf. By checking the box indicating your acceptance to this Agreement, you represent that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering on behalf of your child or a child in your legal care. If you are a parent or guardian entering this Agreement for the benefit of your child, please be aware that you are fully responsible for his or her use of the Service, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not check the acceptance box and do not attempt to access the Service.

Article 1 B4 SYSTEMS DESIGN SOFTWARE LICENSE

The B4 SYSTEMS DESIGN, INC. SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The B4 SYSTEMS DESIGN, INC. SOFTWARE is licensed, not sold.

Article 2 GRANT OF LICENSE

B4 SYSTEMS DESIGN, INC. grants you a non-exclusive license, with no right to grant sub-licenses, to personally use the B4 SYSTEMS DESIGN, INC. SOFTWARE on your personal computer in the manner it was intended to be used. The B4 SYSTEMS DESIGN, INC. SOFTWARE is intended to download periodical database updates for the software, (the "B4 SYSTEMS DESIGN, INC. Product"). License of this software merely offers access to B4 SYSTEMS DESIGN, INC. services. B4 SYSTEMS DESIGN, INC. retains ownership of the software at all times.

Article 3 DESCRIPTION OF REQUIREMENTS, RESTRICTIONS, RIGHTS AND LIMITATIONS

1. Storage Use/Network Use. You may not distribute the B4 SYSTEMS DESIGN, INC. SOFTWARE to other computers over any information network (expressly including the Internet or an internal network such as LAN).
2. Rental. You may not sell, rent or lease the B4 SYSTEMS DESIGN, INC. SOFTWARE to any third party.
3. Violation of the Title, Copyright or Other Rights. You may not prejudice or violate the title, copyrights or other rights of B4 SYSTEMS DESIGN, INC. and/or third parties by using the B4 SYSTEMS DESIGN, INC. SOFTWARE.
4. Limitation on Reverse Engineering, Decompilation and Disassembly. You may not modify, reverse engineer, decompile or disassemble the B4 SYSTEMS DESIGN, INC. SOFTWARE in whole or in part.
5. Accessed Content. All content accessed through the B4 SYSTEMS DESIGN, INC. SOFTWARE are the property of the applicable content owners and except as specifically set forth herein, this license gives you no right to such content.
6. Copying. You may not copy or reproduce any or all portion of the B4 SYSTEMS DESIGN, INC. SOFTWARE.
7. Separation of Components. The B4 SYSTEMS DESIGN, INC. SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.
8. Software Transfer. You may not transfer all or a portion of your rights under this Agreement to any third party without obtaining prior written consent of B4 SYSTEMS DESIGN, INC.

Article 4 COPYRIGHT

All title to and copyrights in the B4 SYSTEMS DESIGN, INC. SOFTWARE (including, but not limited to, any images, photographs, animation, video, audio, music, text and "applets", incorporated into the B4 SYSTEMS DESIGN, INC. SOFTWARE), and any copies of the B4 SYSTEMS DESIGN, INC. SOFTWARE, are owned by B4 SYSTEMS DESIGN, INC. and/or the original right holder who grants B4 SYSTEMS DESIGN, INC. to use, distribute and license certain part of the B4 SYSTEMS DESIGN, INC. SOFTWARE ("Licensor"). All rights not specifically granted under this Agreement are reserved by B4 SYSTEMS DESIGN, INC. and Licensor.

Article 5 SUBSCRIPTION SERVICES

B4 SYSTEMS DESIGN, INC. offers Subscription Services, as described below. Use of the Subscription Service will be subject, in addition to all the other terms of this Agreement, to the terms described here. The Subscription Service is a subscription service that you must pay to enroll, and you will be charged on a recurring basis for your continued membership. If we make any changes to these terms and conditions that you do not wish to accept, your only remedy is to terminate your subscription membership.

Agreement to Pay. By completing the Subscription Service registration, you authorize B4 SYSTEMS DESIGN, INC. to charge applicable recurring subscription fees to your designated billing payment method. Monthly subscribers are billed on a 30-day cycle, which begins upon Subscription Service registration and ends 30 days thereafter (each a "Subscription Month"). Quarterly subscribers are billed on a 90-day cycle, which begins upon Subscription Service registration and ends 90 days thereafter (each a "Subscription Quarter"). Yearly subscribers are billed on a yearly cycle (365 days), which begins upon Subscription Service registration and ends 1 year thereafter (each a "Subscription Year"). If your billing payment method changes during the term of your subscription plan, you must immediately update the billing payment method associated with your B4 SYSTEMS DESIGN, INC. account. If B4 SYSTEMS DESIGN, INC. is unable to charge your billing payment method for an installment, B4 SYSTEMS DESIGN, INC. may: (i) immediately suspend or terminate your B4 SYSTEMS DESIGN, INC. account, (ii) seek collection of the outstanding amount owed under the subscription plan and/or (iii) seek legal action against you for breach of this Agreement.

Terms of free trial periods. Free trial periods may be offered to you for initial sign-ups, specials, and other discounts. The free trial period requires you to provide a billing payment method via subscription to the service. There is no initial charge for the free trial and there are no charges placed on your card during the free trial period. You may cancel your free trial at anytime before the free trial period is up and you will not be charged. If you continue to use the service past the free trial date, you will be billed automatically at your subscription rate.

Billing Authorizations for Free Trial Memberships. You may be required to provide billing payment method to register for a free trial offer to the Subscription Service. In that event, you agree that B4 SYSTEMS DESIGN, INC. may obtain a pre-authorization for the fee amount that you will be charged if you complete the free trial and continue a Subscription Service membership. It is possible that some financial institutions may perceive these requested amounts as actual pending charges. These are not actual charges however, and B4 SYSTEMS DESIGN, INC. will not be responsible for any results, such as an overdraft fee, that may occur to your account because of them.

Right to Change Subscription Fees. All subscription fees are subject to change on a prospective basis upon notice from B4 SYSTEMS DESIGN, INC. Notice will be given more than 30 days in advance. If you do not accept the new fees, you should terminate your subscription immediately.

Cancellation. You can cancel your license or subscription, or downgrade your "B4 SYSTEMS DESIGN, INC." subscription by delivering notice to B4 SYSTEMS DESIGN, INC. via phone or email. B4 SYSTEMS DESIGN, INC. will reasonably attempt to return a cancellation confirmation to your email address. You should retain this confirmation as a record of your cancellation. Cancellation of a license will take effect after the completion of the current month of the license term. If you cancel your license or subscription with less than a month (31 days) left on the license, B4 SYSTEMS DESIGN, INC. will not refund any remaining portion of your subscription fees. Cancellation will take effect at the end of the billing period during which you deliver notice to B4 SYSTEMS DESIGN, INC. If you cancel your account near the end of your billing period and are charged for the next month's fee, please contact B4 SYSTEMS DESIGN, INC. to have that charge refunded. If you cancel a discounted plan (Quarterly or Yearly plans), you will be refunded a prorated amount. You will be charged the full one month price for each month under 3 consecutive months and the 3 month price for each quarter under a year. The difference will be refunded back to you.

Article 6 EXCLUSION OF WARRANTY ON THE B4 SYSTEMS DESIGN SOFTWARE

You expressly acknowledge and agree that use of the B4 SYSTEMS DESIGN, INC. SOFTWARE is at your sole risk. THE B4 SYSTEMS DESIGN, INC. SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND B4 SYSTEMS DESIGN, INC. AND LICENSOR EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY OF ALL FUNCTIONS OF THE B4 SYSTEMS DESIGN, INC. SOFTWARE AND AVAILABILITY OF ALL PRODUCTS AND SERVICES NECESSARY TO USE ANY FUNCTION OF THE B4 SYSTEMS DESIGN, INC. SOFTWARE. B4 SYSTEMS DESIGN, INC. AND LICENSOR DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE B4 SYSTEMS DESIGN, INC. SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE B4 SYSTEMS DESIGN, INC. SOFTWARE WILL BE UNINTERRUPTED OR CORRECT. FURTHERMORE, B4 SYSTEMS DESIGN, INC. AND LICENSOR DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE B4 SYSTEMS DESIGN, INC. SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY B4 SYSTEMS DESIGN, INC., A B4 SYSTEMS DESIGN, INC. AUTHORIZED REPRESENTATIVE OR LICENSOR SHALL CREATE A WARRANTY.

SHOULD THE B4 SYSTEMS DESIGN, INC. SOFTWARE PROVE DEFECTIVE, YOU (AND NOT B4 SYSTEMS DESIGN, INC., A B4 SYSTEMS DESIGN, INC. AUTHORIZED REPRESENTATIVE OR LICENSOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Article 7 LIMITATION OF LIABILITY

B4 SYSTEMS DESIGN, INC. AND LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE B4 SYSTEMS DESIGN, INC. SOFTWARE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE B4 SYSTEMS DESIGN, INC. PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND USER'S TIME, EVEN IF B4 SYSTEMS DESIGN, INC. AND/OR LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ENTIRE LIABILITY OF B4 SYSTEMS DESIGN, INC. AND LICENSOR UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID ALLOCABLE TO THE B4 SYSTEMS DESIGN, INC. SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIVE OR LIMITATION OF DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

Article 8 DAMAGES ARISING OUT OF YOUR ACTIONS

You will defend and hold B4 SYSTEMS DESIGN, INC. and Licensor harmless from against all liabilities, demands, damages, costs, expense and losses arising out of the use of the B4 SYSTEMS DESIGN, INC. SOFTWARE and/or breach of any of the provisions of this Agreement by you.

Article 9 TERMINATION

1. You may terminate this Agreement at any time by stop using the B4 SYSTEMS DESIGN, INC. SOFTWARE.
2. Without prejudice to any other rights, B4 SYSTEMS DESIGN, INC. may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement.
3. In case of termination of this Agreement, you shall remove the B4 SYSTEMS DESIGN, INC. SOFTWARE from your personal computer and destroy the CD-ROM on which the B4 SYSTEMS DESIGN, INC. SOFTWARE is stored and all copies of the B4 SYSTEMS DESIGN, INC. SOFTWARE, and if requested by B4 SYSTEMS DESIGN, INC., submit to B4 SYSTEMS DESIGN, INC. a proof of the destruction thereof.
4. The provisions of Article 1 and Article 4 through 12 of this Agreement shall survive the termination of this Agreement.

Article 10 SEVERABILITY

If any part of this Agreement is held invalid or unenforceable, the other parts will remain valid to the extent as permissible by law.

Article 11 GOVERNING LAW

1. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of United States of America.
2. YOU HEREBY WAIVE ALL RIGHTS AND/OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

Article 12 LAW COMPLIANCE

You agree to comply with all applicable internal and national laws and regulations, and international treaties that apply to the B4 SYSTEMS DESIGN, INC. SOFTWARE, and any other applicable export regulation of U.S. and other countries. In addition to the terms provided in this Agreement, B4 SYSTEMS DESIGN, INC. may take appropriate measures to protect copyright of the B4 SYSTEMS DESIGN, INC. SOFTWARE.

Article 13 GENERAL

This Agreement shall be binding upon the parties' authorized successor and assignees. Neither party's waiver of any breach of failure to enforce any of the provisions of this Agreement at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision. No modification of this Agreement shall be effective unless in writing signed by both parties.

II. MISCELLANEOUS**CHARGES / BILLING**

Agreement to Pay. You agree to pay a license fee to access the B4 SYSTEMS DESIGN, INC. services each month. By subscribing to the Service, B4 SYSTEMS DESIGN, INC. may charge a recurring fee to your billing payment method. If you wish to make any changes to your license plan or billing, contact B4 SYSTEMS DESIGN, INC. immediately.

Right to Change Prices. All prices for products within the Service are subject to change by B4 SYSTEMS DESIGN, INC. at any time.

Taxes. Prices quoted are generally inclusive of any applicable taxes, including sales taxes. B4 SYSTEMS DESIGN, INC. reserves the right to change this policy at any time.

MODIFICATIONS TO SERVICE

B4 SYSTEMS DESIGN, INC. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you, without any liability to you or to any third party.

REMEDIES

You agree that any unauthorized use of the Service, the Software, the Database, the Files or any related software or materials would result in irreparable injury to B4 SYSTEMS DESIGN, INC. and/or its affiliates or licensors for which money damages would be inadequate, and in such event B4 SYSTEMS DESIGN, INC., its affiliates and/or licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this Agreement shall be construed to limit remedies available pursuant to statutory or other claims that B4 SYSTEMS DESIGN, INC., its affiliates and/or licensors may have under separate legal authority.

INDEMNITY

You agree to indemnify and hold harmless B4 SYSTEMS DESIGN, INC. and its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, losses, demands, causes of action and judgments (including attorneys' fees and court costs) arising from or concerning your breach of this Agreement and your use of the Service, the Software, the Database, the Files, or the Materials and to reimburse them on demand for any losses, costs or expenses they incur as a result thereof.

TERMINATION

B4 SYSTEMS DESIGN, INC. may in its sole discretion terminate this Agreement or suspend your account at any time without notice to you in the event that you breach (or B4 SYSTEMS DESIGN, INC. reasonably suspects that you have breached) any provision of this Agreement. If B4 SYSTEMS DESIGN, INC. terminates this Agreement, or suspends your account for any of the reasons set forth in this paragraph, it shall have no liability or responsibility to you, and B4 SYSTEMS DESIGN, INC. will not refund any amounts that you have previously paid.

You understand and agree that your cancellation of your account and Service membership is your sole right and remedy with respect to any dispute with B4 SYSTEMS DESIGN, INC.

U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is:

B4 Systems Design, inc.
Omaha, NE. 68127
(402) 990-9458
www.B4SystemsDesign.com
B4SystemsDesign@gmail.com

LIMITED WARRANTY

- NO WARRANTIES.
- The Author of this Software expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.
- No Refunds will be given for any reason stated and implied.
- NO LIABILITY FOR DAMAGES.
- In no event shall the author of this Software be liable for any damages whatsoever (including, without limitation, damages for

loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if the Author of this Software has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Copyright 2010 B4 SYSTEMS DESIGN, INC.