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1.   INFINITE RESPONSIBILITIES

Infinite Subscription: Infinite shall provide to Subscriber the Infinite i Toolset installed on an Amazon Web Services (AWS) AMI Stack running a Linux operating System. The Infinite i Toolset includes program compilers, a replication of the DB2/400 database, user licenses and implementation of most AS/400 standard utilities.

Subscription Term: The Subscription runs concurrent with the AWS Subscription Term, by no more than the number of Users as are set forth in the Subscription. This EUSA will expire concurrent with the AWS Subscription Expiration Date. This means that Infinite will cease providing access to Infinite i concurrent with the end of the AWS Subscription Term.

Standard Support Services. Once the account has been activated, Infinite will automatically send you credentials for the Infinite Support web site. You can open cases to ask questions or request help with your recompilation and testing activities. Support services are described in Infinite's Service Level Agreement (SLA) which can be viewed at http://www.infinitecorporation.com/support-sla. Training for programmers or DBAs may be purchase separately.

Service Exclusions: The following services are not included in the Subscription or Standard Support Services which Infinite may provide under our standard hourly rate: (a) development of new and/or missing functionality, customized features, configuration and integration; (b) training on Infinite architecture, navigation and usage; (c) out-of-hours or shared session support services; d) support at Subscriber's premises or any other premises at standard hourly rate, travel time, and living expenses; (e) assistance with resolution of exceptions preventing compilation of subscriber's applications or usage of database features; and (f) assistance with of incorrect use of Infinite or operator error.

2.   SUBSCRIBER RESPONSIBILITIES

Subscriber Account: The Subscriber is responsible for establishing AWS account and credentials. The Subscriber is also responsible for control and maintain the access rights to Infinite i based on the number and identity of its users pursuant to this EUSA and AWS purchase. Account information is personal, non-transferable and each Subscriber shall keep any related information confidential. Multiple and/or parallel use of an access credential to an Account at the same time is strictly prohibited.

Subscriber shall not destroy, disable or circumvent, or attempt to destroy, disable or circumvent in any way the Account and/or the use and time limitations set by the Account or AWS. Subscriber acknowledges and agrees that any attempt to exceed the use of sessions beyond the limits configured to the Account will automatically and immediately terminate the use of licenses granted under this EUSA.

Usage: Subscriber may upload AS/400 backup files including application source and object code and data files prepared following Infinite instructions for restoration, recompilation, and execution within the Infinite environment. Subscriber may use the Toolset to instruct the system to process and recompile these files and store them within the AMI.

AMI Content and Security: Subscriber is responsible for Subscriber Applications and Data, including selection, creation, design, usage, third party licenses, maintenance, testing, and support. Subscriber is solely responsible for obtaining permission for use of intellectual property from third party application developers. Subscriber is also responsible for any individual's personal information or any information Subscriber considers confidential that is included in the Subscriber Data. The Subscription Services may allow Subscriber to include within the Subscriber Data personal information about others. The laws of some jurisdictions may require the consent of individuals prior to including their personal information in the Subscriber Data or require compliance with laws, rules, and regulations (such as personal health information).

Subscriber agrees to comply with all applicable laws, to obtain all necessary consents, and make all necessary disclosures before including personal information in the Subscriber Data and using in connection with Infinite i and the Subscription Services. The Subscriber acknowledges and agrees that Subscriber is solely responsible for any personal information that may be contained in the Subscriber Data, including any information which Subscriber shares with third parties, and that Subscriber is and remains in compliance with applicable data privacy and protection laws.

Host Security: Subscriber acknowledges that Subscriber has reviewed the security features of the AWS Hosting Environment and responsibilities of AWS and has determined that they meet Subscriber's security needs. Subscriber is solely responsible for determining the appropriate procedures and controls regarding security of Subscriber Data and for the implementation of any such procedures and controls.

Restricted Activities: Subscriber shall not, and shall not encourage any third party to: (a) use Infinite i for the purpose or in manner except as permitted or described in this EUSA; (b) modify, adapt, alter, translate, or create derivative works of Infinite i; (c) reverse-engineer, decompile, disassemble, or attempt to derive the code from Infinite i, in whole or in part; (d) distribute, license, sublicense, lease, rent, loan, or otherwise transfer Infinite i to any third party; (e) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Infinite contained on or within any copies of Infinite i; (f) use Infinite i for the purpose of creating a product or service competitive with Infinite; (g) use Infinite i with any unlicensed third-party software; (h) use Infinite i for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes; (i) disclose the results of any benchmark tests on Infinite i without prior written consent from Infinite and the developer of the application benchmarked; (j) use Infinite i for any unlawful purpose; or (k) separate use of individual components integrated into Infinite i by Subscriber for any purposes.

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4.   CONFIDENTIALITY

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Non-Disclosure: Without the prior written consent of the other party, except as required by law, each party agrees that it and its respective agents, affiliates, representatives and employees will not disclose to any person the fact that any Information has been shared among the parties, that discussions or negotiations are taking place or have taken place concerning a possible Agreement, or any of the terms, conditions or other facts with respect to any such possible Agreement, including the status thereof. Each party further agrees to be responsible for any breach of this Agreement by its respective agents, affiliates, representatives or employees.

Non-Solicitation: Each party acknowledges that the other party's relationships with its Customers, Partners, Principals, Employees and Contractors are valuable business assets of that party. Each party agrees that, during the period of the Agreement and one year thereafter, neither party shall directly, or indirectly solicit the other party's Customers, Partners, Principals, Employees or Contractors unless otherwise agreed by the other party in advance in writing. All Confidential Information delivered by either party pursuant to this Agreement is and shall remain the property of that party.

5.   LIMITATION OF LIABILITY:

Infinite: Infinite warrants the Licensed Programs covered by this Agreement to perform as outlined in the documentation supplied with each Licensed Programs. The program is provided "as is." No other warranty, including warranty as to merchantability or suitability for any special purpose, whether expressed or implied, is included or intended. In no event will Infinite be liable to you for any damage, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use the program even if Infinite or its Subscriber has been advised of the possibility of such damages or for any claim by any other party. Should the issue arise in a jurisdiction or jurisdictions that does/do not allow the exclusion of implied warranties, in no event shall Infinite be liable for compensatory damages or any sum over and above the amount actually paid for the Licensed Programs.

Subscriber: Subscriber agrees to hold harmless and indemnify Infinite and its subsidiaries, Affiliates, Representatives, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to Subscriber's breach of this EUSA, use of Infinite i and/or the Subscription Services, or violation of applicable laws, rules or regulations in connection with Infinite i and/or the Subscription Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Infinite will provide Subscriber with written notice of such claim, suit or action.

Third Parties: Infinite does not and cannot control the flow of data to or from the AWS cloud network and other portions of the internet. Such flows depend in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt client connections to the internet (or portions thereof). Infinite disclaims any and all liability resulting from or related to third party services

Limitations: Infinite cannot assume responsibility and shall not be liable for any impacts on service due to (i) client machine access; (ii) any downtime caused by client's migrated applications or data; or (iii) any changes to the service by AWS or other parties. Infinite will make commercially reasonable efforts to correct issues submitted through its technical support website.