

READ ME

401(k) Pro, Inc. and James A. Gilbert Freeware End-User License Agreement

IMPORTANT - READ CAREFULLY

This 401(k) Pro, Inc. and James A. Gilbert Freeware End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "User") and 401(k) Pro, Inc. and James A. Gilbert for the 401(k) Pro, Inc. and James A. Gilbert freeware product that accompanies this EULA, or that is subsequently provided to the User pursuant to further order, including any source codes, associated media, printed materials and electronic documentation (collectively, the "Freeware Product"). By installing, copying, downloading, accessing or otherwise using the Freeware Product, User agrees to be bound by the terms of this EULA. If User does not accept and agree to the terms and conditions of this EULA, 401(k) Pro, Inc. and James A. Gilbert is unwilling to license the Freeware Product contained herein to User. In that case do not install access or use the Freeware Product; instead delete the Freeware Product from your computer or network in whatever form(s) it exists.

MEANING OF WORDS USED IN THIS EULA

401(k) Pro, Inc. and James A. Gilbert: means 401(k) Pro, Inc. and James A. Gilbert and any or all of its divisions or subsidiaries.

User: the individual person or single legal entity that is deemed to be the licensed user of the Product under the terms of this EULA.

Freeware Product: means the 401(k) Pro, Inc. and James A. Gilbert Freeware Product that accompanies this EULA, including any source codes, associated media, printed materials and electronic documentation. The Freeware Product also includes any Freeware updates, Freeware version upgrades, Freeware configuration upgrades, add-on components, web services and/or supplements that 401(k) Pro, Inc. and James A. Gilbert may provide to User or make available to User after the date User obtains the initial copy of the Freeware Product, to the extent that such items are not accompanied by a separate license agreement or terms of use.

Freeware Bundle: refers to when one or more 401(k) Pro, Inc. and James A. Gilbert Freeware Products are supplied together as an inclusive package. When Freeware Products are supplied as a Freeware Bundle they are deemed a single Freeware Product in terms of their usage and transfer. In no event shall User be permitted to install any portion of a Freeware Bundle on a computer or network for which any of the Freeware Products are not licensed.

OWNERSHIP AND GRANT OF LICENSE

This EULA grants User permanent and non-exclusive right to: install and use the Freeware, and modify it at will.

FREWARE PRODUCT TRANSFER

User may permanently transfer the entire Freeware Product to any third party without obtaining consent from 401(k) Pro, Inc. and James A. Gilbert

In the event that User has received this Freeware Product as part of a Freeware Bundle, then all Freeware Products supplied as part of that Freeware Bundle may be transferred. Freeware Product supplied as part of a Freeware Bundle be transferred separately.

WARRANTIES AND WARRANTY DISCLAIMERS; LIMITATION OF LIABILITY

THE FREWARE PRODUCT IS PROVIDED ENTIRELY "AS IS". 401(k) Pro, Inc. and James A. Gilbert EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED OR EXPRESS WARRANTIES OF TITLE.

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WILL 401(k) Pro, Inc. and James A. Gilbert BE LIABLE TO USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT TO ANY LOSS OF PROFITS, INTERRUPTION TO BUSINESS, LOSS OF INFORMATION OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUPPLY TO OR USER'S USE OF OR INABILITY TO USE THE FREWARE PRODUCT, WHETHER 401(k) Pro, Inc. and James A. Gilbert HAS BEEN INFORMED OF THE POSSIBILITY OF THE SAME OR NOT, AND WHETHER STYLED AS A CLAIM IN CONTRACT, TORT OR OTHER LEGAL THEORY.

USER ACKNOWLEDGES THAT NO PROMISE, REPRESENTATION, WARRANTY OR UNDERTAKING HAS BEEN MADE BY 401(k) Pro, Inc. and James A. Gilbert TO ANY PERSON OR COMPANY ON USER'S BEHALF AS TO THE PROFITABILITY OR ANY OTHER CONSEQUENCES OR BENEFITS TO BE OBTAINED FROM DELIVERY TO USER OF THE FREWARE PRODUCT. USER HAS RELIED UPON ITS OWN SKILL AND JUDGMENT IN ACQUIRING THE FREWARE PRODUCT. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT A COMPLETE LIMITATION OF DAMAGES AS SET FORTH HEREIN, USER AGREES THAT ITS DAMAGES SHALL BE TO ONE DOLLAR (U.S.). NOTHING HEREIN SHALL BE CONSTRUED AS ATTEMPTING TO ENFORCE RIGHTS AGAINST USER BEYOND THOSE PERMITTED BY APPLICABLE LAW.

Important Exception to Limitation of Liability and Warranty

The above limitation may not apply to User as legislation, such as the Australian Trade Practices Act of 1974, may imply into this EULA a warranty or condition and such legislation may avoid or prohibit the terms of this EULA from excluding, restricting or modifying the application of such warranty or conditions. Nothing in this EULA is intended to exclude, restrict or modify any liability of 401(k) Pro, Inc. and James A. Gilbert under Part VA of the Australian Trade Practices Act of 1974 or any similar law under any other jurisdiction in which the Freeware Product is sold.

ENTIRE AGREEMENT

This EULA embodies the entire agreement between 401(k) Pro, Inc. and James A. Gilbert and User in relation to the terms on which User is licensed to use the Freeware Product; any written or oral agreement between the parties in connection with the subject matter hereof is hereby superseded and of no further force or effect. This EULA may be amended only by a writing executed by both parties.

GOVERNING LAW

This EULA is governed by the laws of the State of California, USA. 401(k) Pro, Inc. and James A. Gilbert and User each irrevocably and unconditionally submit to the exclusive jurisdiction and venue of the state and federal courts of California, USA, and each knowingly waives any objection that the courts therein do not have personal jurisdiction or that the courts are an improper forum, or not a convenient forum. The International Sale of Goods Convention shall not apply to this License Agreement, and is expressly excluded hereunder.

EXPORT RESTRICTIONS

Depending upon the jurisdiction in which the Freeware Product is sold, this License Agreement may be subject to certain government export and other restrictions. For example, if User utilizes Freeware Product in the United States, this License Agreement is subject to and conditional upon compliance with United States export regulations and User shall comply with all applicable laws and regulations of the United States, including export, relating to the Freeware Product and the use thereof, and User shall provide such documentation and assurances as are required from time to time to comply herewith.

SEVERANCE

If any provision of this EULA is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this EULA and the remaining provisions of this EULA shall continue to be enforceable and are to be construed with such additions, deletions and modifications as are necessary to give effect to the remaining provisions of this EULA.