

401(k) Easy Online™ VAR/OEM Partner Program

TERMS & CONDITIONS: AN AGREEMENT

This Agreement is by and between 401(k) Pro, Inc., a California corporation, and Company, a _____ corporation with a principal place of business at _____ (hereinafter referred to as “Company”).

401(k) Pro, Inc. has developed the software product(s) described in the attached Schedule A (the “Licensed Software” or “Software”), and developed printed and video materials described in Schedule A-1 (the “Licensed Materials” or “Materials”), versions of which will be provided to Company for distribution under this Agreement. In this Agreement the term “distribution” shall include either physical or Internet distribution to end-users, and/or utilization of Licensed Software and Materials over the Internet in web-based applications.

Company desires to sell, market and promote the Licensed Software and Materials under Company’s trade name as described in the attached Schedule A, and Schedule A-1, to end users, subject to the provisions of this Agreement.

In consideration of the foregoing and the mutual promises set out in this Agreement, the parties agree as follows:

Grant of License

401(k) Pro, Inc. hereby grants to Company a nonexclusive nontransferable right and license to market and distribute the Licensed Software and Licensed Materials to its customers in the United States. This license includes but is not limited to a nonexclusive right to use 401(k) Pro, Inc. patented and patent-pending software product(s), and a nonexclusive right and license under applicable copyright laws to reproduce and distribute the 401(k) Pro, Inc. Licensed Materials, subject to the terms of this Agreement.

License Terms to End-Users

Company shall provide the Licensed Software and Licensed Materials to Company customers only under the terms of a license that includes provisions that are legally sufficient to (i) notify the end user that the Licensed Software is protected by patent, patent-pending and copyright, (ii) notify the end user that the Licensed Software and Materials are being licensed (not sold) and that ownership is not being transferred, (iii) prohibit copying or transfer of the Licensed Software or Licensed Materials, (iv) prohibit reverse programming, decompilation, and other reverse engineering of the Licensed Software, (v) disclaim all warranties with respect to the use of the licensed software and licensed materials, including but not limited to any warranties of merchantability, fitness for a particular purpose, or warranties arising from usage of trade or course of dealing, and (vi) limit 401(k) Pro, Inc.'s liability related to the Licensed Software and Materials to license fees actually paid by Company for the Licensed Software and Materials. Company shall only distribute the Licensed Software under the terms of 401(k) Pro, Inc.'s standard license agreement to end-users.

Customized Diskettes and CD- ROM (optional)

401 (k) Pro, Inc. shall provide Company with diskettes and/or a CD-ROM of the Licensed Software, configured for each Company customer, per Company instructions from its customers. 401 (k) Pro, Inc. shall not be responsible for any materials provided to an end user other than the Licensed Software, as configured per Company instructions, and Materials.

Changes in Licensed Products and Software License Agreements

401 (k) Pro, Inc. shall have the right at any time and from time to time, in its sole discretion, (i) to change the design, capabilities, or other characteristics of any Licensed Software and Materials or discontinue the production or marketing of any Licensed Software or Materials without prior notice of any kind, and (ii) to change the terms and conditions of any of its standard software license to end users. 401 (k) Pro, Inc. shall not have any obligation to make upgrades or enhancements to the Licensed Software or Materials, but any upgrades or enhancements that are provided to Company shall automatically be deemed included as part of the Licensed Software and Materials.

Upon making any changes to the Licensed Software, 401 (k) Pro, Inc. shall provide to Company replacement CD-ROMs, and Company shall thereafter license, market, and distribute only the version of the Licensed Software contained on the replacement CD-ROMs. Company shall not modify, alter, reverse engineer, decompile, or disassemble the Licensed Software or remove or alter any notices, legends or proprietary markings that are placed upon or contained in the Licensed Software.

Upon making any changes to the Licensed Materials, 401 (k) Pro, Inc. shall provide to Company a replacement materials, and Company shall thereafter license, market, and distribute only the version of the Licensed Materials provided. Company shall not modify or alter Licensed Materials or remove or alter any notices, legends or proprietary markings that are placed upon or contained in the Licensed Materials.

Royalties and Fees

In consideration of the rights granted to Company under this Agreement, Company shall pay to 401 (k) Pro, Inc. the royalties and fees set out in the attached Schedule B. Except as otherwise specified in Schedule B, all payments hereunder shall be made by Company within thirty (30) days after the date of 401 (k) Pro, Inc.'s invoice. Or, in the case of monthly or quarterly payments, within thirty (30) days after the end of the applicable month or quarter. If any royalties or fees are based upon the number of copies of Licensed Software and Materials distributed by Company or upon revenues received by Company, accurate records shall be kept by Company sufficient to show compliance with this Agreement, and 401 (k) Pro, Inc. or its representative shall have the right, at 401 (k) Pro, Inc.'s expense, to examine such records from time to time during regular business hours for the purpose of verifying the accuracy of payments due under this Agreement. If the examination reveals an underpayment of five percent (5%) or more of amounts due under this Agreement with respect to the period of time being examined, the expenses of the examination shall be borne by Company.

Technical Support

401 (k) Pro, Inc. agrees to provide to Company a level of telephone support to Company's technical support staff that is substantially equivalent to the support provided by 401 (k) Pro, Inc. to OEMs generally as articulated in Schedule D, Technical Support, herein.

Marketing Practices and Use of Trademarks

Company shall not take any action relating to the Licensed Software or Materials that reflects unfavorably on the Licensed Software or Materials or upon 401 (k) Pro, Inc.'s good name, goodwill, and reputation. Company shall not make any representations or warranties regarding the Licensed Software or Materials, except as authorized in writing by 401 (k) Pro, Inc. Company shall not have the right to use any of 401 (k) Pro, Inc.'s trademarks, trade names, service marks, logos, or designations, except as specifically approved in writing by 401 (k) Pro, Inc.

Distributor Agreements

If Company distributes the Licensed Software and Materials through distributors, Company shall exercise all reasonable efforts to ensure that its distributors conduct their business in a manner that is consistent with the terms of this Agreement and permits Company to comply with all of its obligations hereunder. Company shall ensure that Distributors and any subsequent resellers only distribute the Licensed Software and Materials under the terms of a license that is fully and unequivocally consistent with the terms of this Agreement; this shall include, but not be limited to, distributing and licensing Licensed Software and Materials as set out in 401 (k) Pro, Inc.'s standard license agreement.

Compliance with Laws

Company shall conduct its business in compliance with all applicable laws and regulations in any way related to the Licensed Software and Materials or to the exercise of Company's rights under this Agreement. Without limiting the generality of the foregoing, Company shall not market or distribute any Licensed Software and Materials in violation of any United States law relating to the export or re-export of goods or technical information, including without limitation, the Export Administration Act of 1979 as amended from time to time and any regulations promulgated thereunder, or engage in any act that violates the U.S. Foreign Corrupt Practices Act as amended from time to time or any regulations promulgated thereunder.

Ownership of Intellectual Property

401 (k) Pro, Inc. represents that it has all rights and licenses necessary to grant the rights and licenses set out in this Agreement. Company acknowledges that all intellectual property rights in and relating to the Licensed Software and Licensed Materials, including but not limited to any patents, patents pending, copyrights, trade secrets, and trademarks, whether developed prior to or after the date of this Agreement, are and shall remain the property of 401 (k) Pro, Inc. or its licensors.

Confidential Information

The parties acknowledge that during the term of this Agreement, each of them may receive from the other confidential information, including any and all information and know-how related directly or indirectly to the disclosing party, its business, or its products that is conspicuously marked "CONFIDENTIAL", "PROPRIETARY", or with other words of similar import, or that the receiving party knows is not publicly available. The receiving party shall not use or disclose the confidential information except in connection with, and as contemplated by, this Agreement. The receiving party shall use at least the same degree of care to avoid disclosure or unauthorized use of confidential information as it employs with respect to its own most confidential and proprietary information, but at all times shall use at least reasonable care. The receiving party shall not have any obligation of confidentiality with respect to any information that (i) is already known to the receiving party at the time the information is received from the disclosing party, as proven by prior documents or records of the receiving party; or (ii) is or becomes publicly known through no wrongful act of the receiving party; or (iii) is rightfully received by the receiving party from a third party without restriction.

Limited Warranty

401(k) Pro, Inc. warrants that the licensed software and materials conform to any warranties set forth in 401(k) Pro, Inc.'s standard End User License for the licensed software and materials. Such warranties are in lieu of and exclude all other warranties, whether to Company or any customer of Company, whether express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose.

Limitation of Liability

Company's Limitation of Liability

In no event shall Company be liable for incidental, special or consequential damages of any kind or the loss of anticipated profits arising from any breach of this Agreement beyond the net income received by Company during the 12 (twelve) months immediately preceding the date Company is notified of the claim giving rise to liability.

401(k) Pro, Inc.'s Limitation of Liability

Except as expressly set forth above, in no event shall 401(k) Pro, Inc. be liable for incidental, special or consequential damages of any kind or the loss of anticipated profits arising from any breach of this Agreement even if 401(k) Pro, Inc. is notified of the possibility of such damages. In no event shall 401(k) Pro, Inc.'s liability under this Agreement exceed the sum total of royalty payments received by 401(k) Pro, Inc. under this Agreement.

Indemnification by 401(k) Pro, Inc.

401(k) Pro, Inc. shall defend Company and Company's officers, directors, shareholders and employees (the "Indemnified Parties") against or settle any claims that the Licensed Software or Materials infringes a United States or foreign patent, copyright or trade secret or dilutes or infringes any trademarks, or service marks protected under the common or statutory laws then

in existence of the United States or the relevant jurisdiction. 401 (k) Pro, Inc. shall pay all costs (including reasonable legal fees) and damages made in settlement or awarded as a result of any such action. If a final injunction is obtained in any such action restraining the use of the Licensed Software by any customer of Company or if 401 (k) Pro, Inc. believes that the Licensed Software is likely to become subject of a claim of infringement, 401 (k) Pro, Inc. shall, at its option and expense, (i) procure for Company's customer the right to continue using the Licensed Software, (ii) replace or modify the Licensed Software so that it becomes non-infringing or (iii) refund to Company the royalties paid by Company under this Agreement during the immediately preceding twelve (12) months, whereupon Company shall promptly cease using the Licensed Software. Notwithstanding the foregoing, 401 (k) Pro, Inc. shall have no obligation with respect to any action brought against Company based on an allegation of patent, copyright, service mark, trademark or trade secret infringement unless 401 (k) Pro, Inc. is promptly notified by Company in writing of such action and is allowed complete control of the defense of such action and all negotiations for its settlement or compromise. In the event that Company is delayed in notifying 401 (k) Pro, Inc. of a claim of infringement, 401 (k) Pro, Inc. may not be relieved of its obligations under this Paragraph provided Company provides clear and convincing proof that 401 (k) Pro, Inc. was not prejudiced by such delay. These provisions state 401 (k) Pro, Inc.'s entire liability with respect to infringement or dilution of patents, copyrights, service marks, trademarks or trade secrets.

Indemnification by Company

Company shall defend, indemnify, and hold harmless 401 (k) Pro, Inc. from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable legal fees) suffered, incurred, or asserted against 401 (k) Pro, Inc. arising out of or related to alleged losses or damages (including but not limited to any loss of business profits, business interruption, or loss of business information) suffered or incurred by any third party in connection with the use of Company's products or suffered or incurred by a third party as a result of any breach of this Agreement by Company.

Term of Agreement

The initial term of this Agreement, and Company's nonexclusive license hereunder, shall continue in force for a period of one year, unless it is terminated earlier as provided herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless either party notifies the other in writing of its intent to discontinue this Agreement at least forty-five (45) days prior to the expiration of the then-current term.

Termination and Effect of Termination

Termination for Cause

Either party may terminate this Agreement and any outstanding purchase orders if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) calendar days after the receipt of a written notice from the non-breaching party specifying such breach.

Effect of Expiration or Termination

Expiration or termination of this Agreement shall not affect (i) any rights of either party which may have accrued up to the date of such termination, (ii) Company's right to distribute some or all of the units of Software Products and Materials and Combined Products in its inventory or which are on order by Company's customers (subject to terms of this Agreement), or such additional units as are required to fulfill orders resulting from Combined Product already advertised or submitted to publications or other media for advertising (iii) any sublicenses granted by Company to its customers with respect to the Software Product and Materials prior to such termination and (iv) the rights and obligations of the parties set forth in Sections 11,13,14 and 17.B. At Company's option, 401 (k) Pro, Inc. agrees to continue to fulfill such purchase orders for Software Products and Materials and/or Documentation submitted by Company prior to the termination of this Agreement. The terms of this Agreement shall continue to be applicable with respect to such Software Products and Materials distributed by Company hereunder after termination of this Agreement provided Company continues its obligation to make royalty payments.

Liability Upon Termination

401 (k) Pro, Inc. shall have no liability to Company by reason of the expiration or termination of this Agreement for compensation, reimbursement, or damages of any kind, including but not limited to any loss of prospective profits on anticipated sales, loss of goodwill, or investments made in reliance on this Agreement. Each party acknowledges that it has received no assurances from the other that their business relationship under this Agreement will continue beyond the term established herein.

Return of Materials

Promptly upon the expiration or termination of this Agreement, Company shall return to 401 (k) Pro, Inc. the golden master diskettes or golden master CD-ROM and all other materials in Company's possession or control that belong to 401 (k) Pro, Inc., and 401 (k) Pro, Inc. will return all materials or equipment in 401 (k) Pro, Inc.'s possession or control that belong to Company.

Notices

All notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, overnight courier, or certified mail, postage prepaid, and addressed as follows:

If to 401(k) Pro, Inc.:
401 (k) Pro, Inc.
13417 Ventura Boulevard
Sherman Oaks, CA 91423
Phone: 1-818-501-4021
Fax: 1-818-474-8550
E-mail: jgilbert@401k-easy-online.com

If to Company:

Phone: _____
Fax: _____
E-mail: _____

Notices shall be deemed given when received if hand delivered or sent by confirmed fax, the next business day after being sent by overnight courier, or four calendar days after being sent by certified mail. Either party may designate by notice, given as specified above, a new address to which notices, demands, or other communications may be sent.

Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

Waiver

Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

Assignment

Either party without the prior written consent of the other may not assign this Agreement. Any attempted assignment in violation of this provision shall be void and shall be deemed a breach of this Agreement.

Choice of Law

This Agreement shall be governed by and construed in accordance with California law, without regard to its rules regarding conflicts of law.

Mediation & Arbitration

If a dispute (excluding copyright, patent, or trademark, or other intellectual rights infringement claims) arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation in Los Angeles, California, administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim (excluding copyright, patent, or trademark infringement claims) arising under this Agreement or its breach, including but not limited to any controversy concerning the meaning or interpretation of any provision of this Agreement, or controversies arising from possible errors or omissions on the part of 401(k) Pro or its agents or suppliers shall be decided by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Los Angeles, California. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement, and claims of copyright, trademark and patent infringement shall be excluded from arbitration.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrator(s).

At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator(s), and for good cause shown. Each deposition shall be limited to a maximum of one (1) hour duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section, nor shall the arbitrator(s) be empowered to issue an award of exemplary or punitive damages. The arbitrator(s) may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a statement regarding the reasons for the disposition of any claim. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

401(k) Pro, Inc.:

By: _____

Print name: _____

Title: _____

Date: _____

Company:

By: _____

Print name: _____

Title: _____

Date: _____

Schedule A

Description of Licensed Software and Company Products

Both parties agree that during the process of developing 401(k) Easy to the specifications required by Company for the Licensed Software that either party may offer minor changes to the specifications as accepted in good faith by the other party which may ultimately differ from this Schedule A herein. After acceptance of the final Licensed Software by Company, both parties agree to add an addendum to this Agreement intended to update Schedule A.

Licensed software: 401(k) Easy Online

End-User requirements: -- will support up to a 40GB hard drive
-- 32MB minimum RAM required
-- compatible with Windows 95/98, Windows NT, Windows 2000 (when available)

Localization: English only

Schedule and Delivery Date: Beta: xxxx, 2000
Gold: xxxx, 2000

Support Options: After delivery and acceptance of the final product, the default support for the product to the OEM technicians and developers will be limited to normal customer support lines. However, Premium Support options are described in SCHEDULE B, herein.

Update/Upgrade Path: After acceptance of the final product, customer requests for changes in product functionality should be communicated to James A. Gilbert, 401(k) Pro, Inc.

Both parties agree that during the process of developing Drive Image Special Edition to the specifications required by Company for the Licensed Software that either party may offer minor changes to the specifications as accepted in good faith by the other party which may ultimately differ from the Schedule A herein. After acceptance of the final Licensed Software by Company, both parties agree to add an addendum to this Agreement intended to update Schedule A, Description of Licensed Software.

Company Products: Any and all Company PC products that Company may choose at its own discretion.

Schedule A-1

Description of Licensed Materials and Company Products

Both parties agree that during the process of developing 401(k) Easy to the specifications required by Company for the Licensed Materials that either party may offer minor changes to the specifications as accepted in good faith by the other party which may ultimately differ from this Schedule A herein. After acceptance of the final Licensed Software by Company, both parties agree to add an addendum to this Agreement intended to update Schedule A.

Licensed materials: 401(k) Easy Online User's Guide
401(k) Easy Online Enrollment Video

Localization: English only

Schedule and Delivery Date: Beta: xxxx, 2000
Gold: xxxx, 2000

Support Options: After delivery and acceptance of the final product, the default support for the product to the OEM technicians and developers will be limited to normal customer support lines. However, Premium Support options are described in SCHEDULE B, herein.

Update/Upgrade Path: After acceptance of the final product, customer requests for changes in product functionality should be communicated to James A. Gilbert, 401(k) Pro, Inc.

Both parties agree that during the process of developing Drive Image Special Edition to the specifications required by Company for the Licensed Software that either party may offer minor changes to the specifications as accepted in good faith by the other party which may ultimately differ from the Schedule A herein. After acceptance of the final Licensed Software by Company, both parties agree to add an addendum to this Agreement intended to update Schedule A, Description of Licensed Software.

Company Products: Any and all Company PC products that Company may choose at its own discretion.

Schedule B

DESCRIPTION OF FEES*

*ALL FEES DESCRIBED AND PAYABLE IN U.S. DOLLARS

For Product as Described in Schedules A and A-1

Company shall pay 401(k) Pro, Inc. a license fee of (\$_____) for each unit bundled on Company's Company PC computer systems. Company shall submit quarterly royalty reports along with payment for the previous calendar quarters within forty-five (45) days from the end of each calendar quarter.

Upon approval of this Agreement, and before 401(k) Pro, Inc. begins customization work as specified in Schedule A, Company agrees to pay 401(k) Pro, Inc. a Signing Fee of (\$_____). Upon delivery of Beta Product Company agrees to pay 401(k) Pro, Inc. (\$_____). Upon launch of Beta Product by Company, Company agrees to pay 401(k) Pro, Inc. (\$_____).

Justification and Breakdown of Fees

	rate	extension
Programmer Hours: (includes fixed and variable includes fixed and variable programming costs, programmers days, and weeks of development)	_____ hours at \$/_____/hr	\$_____
Graphic Design Hours: (includes fixed and variable includes fixed and variable design costs, designer days, and weeks of development)	_____ hours at \$/_____/hr	\$_____
Management/Administration:	_____ hours at \$/_____/hr	\$_____
Testing/Q&A:	_____ hours at \$/_____/hr	\$_____
Total:		\$_____

End-user Support

Company agrees to directly support its own customers. 401(k) Pro, Inc. shall provide premium technical support to Company based on the following options:

- Premium 100:** -- toll-free access
- (fee: \$_____/yr.)** -- eight (8) hour-per-day access

- five (5) day-per-week access
- ___ 401(k) Pro, Inc. contact person(s): technician highest degree
- highest attention level

Premium 200:
(fee: \$_____ /yr.)

- toll-free access
- eight (8) hour-per-day access
- five (5) day-per-week access
- ___ 401(k) Pro, Inc. contact person(s): technician highest degree
- highest attention level

SAMPLE

Schedule C

OTHER REQUIRED INFORMATION

Invoices to be sent to:

Company name

Company mailing address

city

state

zip

phone

fax

e-mail

Royalty payments and reports to be sent to:

401(k) Pro, Inc.

13417 Ventura Boulevard

Sherman Oaks, CA 91423

(818) 501-4021 phone

(818) 474-8550 fax

oem@401k-easy-online.com e-mail

Schedule D

TECHNICAL SUPPORT

(FEES DESCRIBED AND PAYABLE IN U.S. DOLLARS)

Single Point of Contact

While Company has the responsibility to provide technical support to all end users, Company agrees to identify a single person in its company to act as the support liaison between Company and 401 (k) Pro, Inc. Company agrees to provide the name, phone, address, and e-mail information for this person. 401 (k) Pro, Inc. will permit a backup contact, as well.

Monthly Incident Report

Company agrees to making all reasonable efforts to provide a report to 401 (k) Pro, Inc. each month of the number of incidents that they receive on the 401 (k) Pro, Inc. Software. Company agrees to detail the nature of those incidents and all solutions they find.

Software/Equipment/Documentation Exchange

Company agrees to provide on an "as required basis" any equipment, software licenses, and documentation required to support Company's shipping product as a means to duplicate and solve end-user problems. Any equipment provided under this provision will be provided on a loaner basis, will remain the property of Company and will be returned promptly upon request of Company or if this agreement is terminated by either party.

Technical Support Training

401 (k) Pro, Inc. shall provide one ____-day technical support training to Company at Company's _____ facility in _____ as part of this agreement at a charge of \$_____ to Company. Any additional technical support training will be charged at \$_____ per day at 401 (k) Pro, Inc.'s designated training facility, or at Company's location with Company to pay associated travel and lodging expenses.

Schedule E

YEAR 2000 COMPLIANCE

For Product as Described in this Agreement

401 (k) Pro, Inc. has tested all versions of 401 (k) Easy for Year 2000 compliance. 401 (k) Pro, Inc. has identified all products as compliant, and 401 (k) Pro, Inc. can demonstrate all as compliant.

401 (k) Pro, Inc. represents and warrants that software supplied by 401 (k) Pro, Inc., (1) will accurately distinguish date/time from, into, and between the twentieth and twenty-first centuries, the years 1999 and 2000 and leap year calculations, and (2) will not cease its normal operations, malfunction or provide invalid or incorrect results as a result of date data.

SAMPLE