

CUSTOMER LICENSE AGREEMENT

Customer/Company Name: _____ Date: _____

Address: _____

City, State, Zip: _____

Phone/Fax/E-Mail: _____

Username: _____

Dear Authorized Customer Representative:

Copyrighted Material

Caterpillar Inc. (Caterpillar) has provided and/or may provide you, via Authorized Caterpillar Dealers and/or others, copies of certain copyrighted materials (Materials) including, by example and not limitation, the Caterpillar Service Information System (SIS) relative to Caterpillar's products and services for your use in your _____ business (Business). Caterpillar recently granted us, N C Machinery (Dealer), the right to grant sublicenses to certain parties according to the terms of a written agreement with Caterpillar and this Customer License Agreement (Agreement). No constraints, other than those in applicable copyright law, have been or shall be imposed on your use or distribution of Materials which are normally distributed with machines sold by Caterpillar such as service manuals and parts books (Unrestricted Materials). While written constraints on your use or distribution of all other Materials (Restricted Materials) may not have been previously imposed, those constraints are now being formalized in writing in accordance with the following:

You agree to use Materials only for conducting Business in the U.S. and/or Canada and specifically agree, unless authorized by Caterpillar in writing referencing this Agreement, not to distribute Restricted Materials to any third party. Some of the Restricted Materials may be subject to further constraints in other agreements in which you are a party. Upon the occurrence of any of the following, you shall destroy the Restricted Materials by shredding, burning, or making otherwise unreadable unless Caterpillar instructs you differently in writing referencing this Agreement: (i) termination of this Agreement; (ii) your determination that you no longer need the Restricted Materials; or (iii) replacement of the Restricted Materials by a different version.

The effective date of this Agreement is _____ with its term continuing indefinitely until terminated. Either we or Caterpillar may, in either party's sole discretion and at any time, terminate this Agreement by delivering to you written notice referencing this Agreement of such termination. This Agreement shall not be assigned or transferred in any way by you, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Caterpillar referencing this Agreement. Nevertheless, you may assign this Agreement to any successor entity pursuant to the sale of all the stock or assets of your Business or a merger in which you are not the surviving entity - provided, however, that the purchaser or successor entity is in compliance with this Agreement and is not a competitor or potential competitor of Caterpillar and that you give written notice to Caterpillar of such assignment.

This Agreement shall be governed by and construed in accordance with the laws of Illinois, USA, excluding rules regarding the conflict of laws.

This is the entire agreement between the parties relating to the subject matter hereof and any amendment shall be in writing, specifically refer to this Agreement, and be signed by both parties.

If you agree, please sign both copies hereof and return them to us at the following address:

_____. We will sign and return one copy to you.

ACCEPTED:

Customer/Company Name: _____ Dealer Name: N C Machinery

Authorized Customer Representative: _____ Authorized Dealer Representative: Kelly Moore

Authorized Customer Title: _____ Authorized Dealer Title: Web Administrator

Fax Agreement to: C/O Judy VonBokern Fax: 425-251-5831