

SOFTWARE LICENSE AGREEMENT

(Object Code License)

THIS SOFTWARE LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of _____, 200_ ("**Effective Date**"), by and between _____, a _____ corporation ("**Licensor**"), and **YOUR ORGANIZATION NAME**, a **YOUR STATE** corporation ("**Licensee**").

WHEREAS, Licensor owns or has the right to grant license rights to certain computer software more fully described in Exhibit A to this Agreement; and

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use said software.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby agree as follows:

1. **Definitions.**

1.1 "**Affiliate**" shall mean, with respect to Licensee, any entity, whether incorporated or not and whether now existing or hereafter created or acquired, that, directly or indirectly, controls, is controlled by or under common control with Licensee.

1.2 "**Confidential Information**" shall mean non-public information regarding a party, its products and/or business, and all items defined as "confidential information" in any other agreement between Licensee and Licensor whether executed prior to or after the date of this Agreement. The term "Confidential Information" specifically includes, the Licensed Software (both in object code and source code formats), the Documentation, information regarding Licensee's unique systems and technology environment, and any information relating to Licensee's customers or policy holders. Confidential Information shall not include (i) any information or data now or later in the public domain other than as a result of a breach of this Agreement, (ii) any information or data received from a third party not under an obligation of confidentiality to the other party hereto or (iii) information or data independently developed without use of or reliance upon Confidential Information of the other party.

1.3 "**Date of Delivery**" shall mean the date the Licensed Software (defined below) is delivered to Licensee.

1.4 "**Documentation**" shall mean, collectively, (i) the technical documentation and other written materials related to or associated with the Licensed Software which Licensor typically provides to its other commercial licensees, including, without limitation, any user manuals, operating guides and release notes, (ii) any Requests for Proposal and/or Requests for Quotation (or documents of similar effect) issued by Licensee, and the responses thereto from Licensor, with respect to the Licensed Software, and any document which purports to update or revise any of the foregoing, (iii) the results of any Licensor "Use Cases Presentation," "Proof of Concept" or similar type presentations or tests provided by Licensor to Licensee, and (iv) any marketing materials, "White Papers" or similar materials provided by Licensor to Licensee. All of the foregoing Documentation is hereby incorporated into this Agreement.

1.5 "Licensed Software" shall mean, the computer software described in Exhibit A hereto, in object code format, and any modifications, updates, enhancements, revisions or similar changes to said software provided to Licensee by Licensor.

1.6 "Person" shall mean a corporation, association, joint venture, partnership, trust, business, individual, government or political subdivision thereof, or any governmental agency.

1.7 "Primary Licensee Location" shall mean **YOUR PRIMARY ADDRESS – SERVER LOCATION**.

1.8 "Project Managers" shall mean one or more persons who shall serve as a point or points of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth on Exhibit B hereto, and may be changed by a party at any time upon written notice to the other party.

1.9 "Recommended Operating Environment" shall mean a recommended technology environment for the Licensed Software as set forth in Exhibit C hereto.

1.10 "Licensee-Created Error" shall mean any failure of the Licensed Software to conform to the Specifications (as defined below) that arises from (i) an error in database content provided by Licensee, (ii) hardware defects or input errors by Licensee, (iii) modifications, updates, enhancements, revisions or similar changes to the Licensed Software by a Person (as defined above) other than Licensor or its personnel, (iv) failure by Licensee to use the Licensed Software in accordance with the clear and unambiguous directions in the Documentation; or (v) failure by Licensee to use the Licensed Software on a Recommended Operating Environment (as defined below).

1.11 "Licensee Permitted Sites" shall mean (i) Licensee owned or operated United States locations as of the Effective Date at which Licensee elects at any time (on and after the Effective Date) to install copies of the Licensed Software in connection with its exercise of the rights and license granted in Section 2.1 below and (ii) any location which becomes owned or operated by Licensee after the Effective Date at which the Licensed Software is installed and used which replaces a location described in (i) above ("New Replacement Location"), and any further replacement of a New Replacement Location. For the avoidance of doubt, any location which becomes owned or operated by Licensee after the Effective Date where the installation and use of the Licensed Software is in addition to, and does not replace, a location described in (i) above or New Replacement Location, shall not be a Licensee Permitted Site.

1.12 "Specifications" shall mean the specifications for the Licensed Software and its performance as set forth in Exhibit C hereto and the descriptions set forth in the Documentation.

1.13 "Support Services" shall mean those services to be provided to Licensee with respect to the Licensed Software pursuant to Section 11 of this Agreement.

2. Grant of License.

2.1 Licensor hereby grants to Licensee a perpetual, irrevocable (except under the limited circumstances set forth in Section 14), nontransferable (except as provided in Section 18.9 hereto), non-exclusive right and license to use, for its own internal and administrative purposes, at Licensee Permitted Sites, the Licensed Software and the Documentation. For purposes of this Agreement, Licensee's "own internal and administrative purposes" shall include use for (A)

internal development, testing, quality assurance, training and support and maintenance purposes and (B) the processing of information for Licensee's Affiliates. In addition to the foregoing, with respect to any Licensee Affiliate or any business unit of Licensee or a Licensee Affiliate whose information was being processed by Licensee using the Licensed Software, but which Affiliate or business unit ceases to be a Licensee Affiliate or a part of Licensee through a sale or other divestiture thereof (as applicable, "Former Affiliate or Former Business Unit"), Licensor grants Licensee the right to process information for any Former Affiliate or Former Business Unit, and to provide access to the Licensed Software to such Former Affiliate or Former Business Unit as necessary or appropriate for such information processing, for a period not to exceed twelve (12) months following such sale or divestiture.

2.2 Licensee may make and use a reasonable number of copies of the Licensed Software and Licensor's Documentation for Licensee's own internal and administrative purposes and for back-up, disaster recovery/use and archival purposes. Licensee will reproduce and include any trademark, copyright and/or patent notices and other restrictive and proprietary legends shown on the original copy of the Licensed Software and Documentation, on all copies of the Licensed Software and Documentation, all of which copies will be subject to the provisions of this Agreement.

2.3 Licensee shall give Licensor reasonably prompt notice of each Licensee Permitted Site, other than the Primary Licensee Location. Notwithstanding anything to the contrary in Sections 2.1 and 2.2 above, (i) Licensee may access the Licensed Software by remote access from locations within the United States other than any Licensee Permitted Site, (ii) if the Licensed Software contains portions (such as a "client" piece) to be installed on remote terminals or computers ("**Client Software**"), Licensee shall have the right and license to do so, even if such terminals or computers are not at a Licensee Permitted Site and (iii) backup, disaster recovery/use and archival copies of the Licensed Software and Documentation can be kept at the Licensee Permitted Sites and/or at a third party disaster or data recovery site. If, other than with respect to Client Software, Licensee wishes to use the Licensed Software in a production mode at a location other than a Licensee Permitted Site, Licensee shall notify Licensor in writing and pay an additional license fee for such additional location as set forth in Exhibit H or, if no license fee is specifically set forth in such Exhibit for such an additional location, Licensor may impose a reasonable license fee.

2.4 Licensee is not authorized to grant sublicenses to other Persons, except as incidental to the permitted use of the Licensed Software hereunder.

3. **License Restrictions.**

Licensee understands and agrees that, except as permitted by this Agreement, it may not: (i) sell, assign, lease, license, sub-license, encumber or otherwise distribute the Licensed Software or the Documentation, (ii) use the Licensed Software for the purposes of providing data processing services to others, such as commercial use in a service bureau, timesharing, remote batch, or other similar commercial operation, (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source code or any part thereof from the object code; (iv) permit any copy of the Licensed Software to be transmitted to or located outside of the United States, except with (A) Licensor's prior written consent, and (B) Licensee's submission to Licensor of evidence that Licensee has satisfied any applicable export or import requirements.

4. **Title.**

4.1 Licensee acknowledges that the Licensed Software is proprietary to Licensor or its third party licensors and includes trade secrets and may include inventions for which a patent has been or may be applied for or issued. All right, title and interest in any copyrights, patents, trade secrets and any other intellectual property rights related to the Licensed Software shall remain in Licensor or its third party licensors. Nothing in this Agreement shall be construed to convey any title or ownership rights to Licensee.

4.2 In the event that Licensee develops any enhancements, modifications, improvements, expansions and revisions of or to the Licensed Software (collectively, the "**Licensee Modifications**"), all right, title and interest in and to such Licensee Modifications, as well as all related copyright, patent, trade secret, and other related proprietary rights therein, shall rest with Licensee; provided that Licensee agrees that it will only use such Licensee Modifications for its own internal and administrative purposes. Licensee shall have no obligations to make such Licensee Modifications available to Licensor, but to the extent that Licensee Modifications are provided to Licensor, they will be provided AS IS, WITHOUT WARRANTY OF ANY KIND, AND LICENSEE SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Delivery.**

5.1 Within ___ days of the Effective Date, Licensor shall deliver to Licensee, at the Primary Licensee Location, one (1) copy of the Licensed Software, as well as one (1) copy of the Documentation (on CD-ROM or other agreed upon format).

5.2 On the Date of Delivery, Licensee shall assume the risk of loss and damage to the same. Licensor agrees to promptly replace any lost or damaged Licensed Software or Documentation at Licensee's expense. Licensee's liability for such risk of loss and/or damage shall, however, be limited to and Licensee shall only be responsible for: (i) the cost of the media (e.g., disks and tapes) which contains the Licensed Software or Documentation, (ii) the shipping expense, (iii) the reasonable labor cost of replacing the Licensed Software or Documentation (e.g, the time spent creating the replacement tape or CD-ROM), (iv) if Licensee requests assistance in the training and/or installing of the replacement system, Licensor's time and materials charges, including reasonable out-of-pocket expenses, regarding the same, and (v) any taxes required to be charged by a governmental taxing authority on any of the above described costs or charges; and Licensee shall not be required to pay any additional license or comparable fee for the Licensed Software or Documentation or the delivery of a replacement thereof.

6. **Installation and Training.**

6.1 Within a reasonable period of time (not to exceed ___ days) after the Date of Delivery, Licensor shall, at its own expense, provide ___ qualified individual(s) to Licensee at the Primary Licensee Location for a period of ___ days to (i) install the Licensed Software ("**Installation Services**") and (ii) assist in testing of the Licensed Software as set forth in Section 7.2. Licensor's Project Manager will coordinate with Licensee's Project Manager, and they shall both develop a mutually agreeable installation plan and schedule for the assistance provided for above.

6.2 Licensee agrees (i) to have the Primary Licensee Location prepared in accordance with applicable Licensor requirements prior to the Date of Delivery and (ii) to maintain the Primary Licensee Location at its own expense in accordance therewith. Licensee shall provide any and all necessary utility services for the use of the Licensed Software.

6.3 In connection with the Licensor's Installation Services, Licensee will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist Licensor.

6.4 Licensor shall provide Licensee the training set forth on Exhibit D for purposes of understanding and using the Licensed Software ("**Training Services**"). Training Services will be provided by Licensor on a time and materials basis at Licensor's established rates for such Training Services as set forth on such Exhibit. Training Services will be provided at a mutually agreeable time at the Primary Licensee Location but not later than ___ days following the Date of Delivery.

7. **Acceptance of Licensed Software**

7.1 Following completion of successful installation of the Licensed Software, Licensee shall engage in acceptance testing for a period of _____ (__) days (such number of days is herein a "**Testing Period**").

7.2 The acceptance test (the "**Acceptance Test**") shall consist of a series of tasks and verification procedures as reasonably determined by Licensee, or as otherwise agreed to in a Test Plan (if any) attached hereto as Exhibit E, designed to determine whether the Licensed Software (i) performs substantially in accordance with the Specifications and (ii) produces substantially similar results as the results provided for the Use Cases Presentation attached hereto as Exhibit F ("**Use Cases Results**") (the "**Acceptance Criteria**"). In determining whether the Acceptance Criteria is met, Licensee shall use substantially the same technical environment, data and assumptions as in the Use Cases Presentation. The Acceptance Test shall be conducted and completed by Licensee (with Licensor's assistance as provided in Section 6.1), during the Testing Period at the Primary Licensee Location.

7.3 If the Licensed Software meets the Acceptance Criteria, Licensee shall deliver to Licensor an acceptance certificate in the form of Exhibit G attached hereto. Licensee will be conclusively deemed to have accepted the Licensed Software upon the earliest to occur of the following (the "**Acceptance Date**"): (i) two (2) days after the expiration of the Testing Period (unless the Licensed Software does not meet the Acceptance Criteria and Licensee notifies Licensor of the same prior to said expiration of the Testing Period), (ii) Licensee's productive use of the Licensed Software or any part thereof in more than test mode, or (iii) the date on which Licensee notifies Licensor that the Licensed Software is accepted.

7.4 In the event that the Licensed Software does not meet the Acceptance Criteria, Licensee will provide Licensor with a written notice setting forth in reasonable detail the errors found by Licensee indicating that the Acceptance Criteria has not been met (the "**List of Errors**"). Licensor shall exercise all diligent efforts to correct all programming and other errors contained in the Licensed Software in order to meet the Acceptance Criteria. When and as such corrections to the Licensed Software are made, Licensor shall deliver such corrected Licensed Software to Licensee, and Licensee shall promptly test the same in the same manner for an additional Testing Period, and shall notify Licensor of any further errors therein by delivering to Licensor an updated List of Errors. Licensor shall continue to exercise all diligent efforts to

resolve and correct all errors on the List of Errors as updated from time to time, and, whenever corrected Licensed Software is returned to Licensee, Licensee shall have the right to test the same for an additional Testing Period. In the event that the Licensed Software still fails to meet the Acceptance Criteria as of the date which is ___ days following commencement of the first Testing Period, then, at Licensee's option, it may require Licensor to continue to use its diligent efforts to correct the issues set forth in the List of Errors, as updated, or elect at any time thereafter while the Acceptance Criteria has not been met to terminate this Agreement by written notice to Licensor. Upon any such termination, Licensee shall return to Licensor all copies of all Confidential Information of Licensor which is in tangible form, the Licensed Software and Documentation, and Licensor shall refund to Licensee all amounts previously paid with respect to the Licensed Software and any Training Services (but not any out-of-pocket expenses which may have been reimbursed).

7.5 In the event that the failure of the Licensed Software to meet the Acceptance Criteria can be shown to be the result of a Licensee-Created Error, then the time required to resolve the Licensee-Created Error, will be billed to Licensee at Licensor's then current rates, and Licensee agrees to make payment of fees so charged net 30 days from receipt of invoices from Licensor for such fees.

8. **License Fees; Taxes.**

8.1 In consideration of the rights granted to Licensee pursuant to this Agreement, Licensee agrees to pay Licensor a one-time license fee of \$_____ (the "**License Fee**"), in the manner set forth Exhibit H.

8.2 Licensee shall pay any and all sales, use, value added, and other taxes of similar nature assessed upon the license and other transactions provided for in this Agreement, not including any taxes based on Licensor's net income ("**Taxes**"). In the event that Licensor is required to pay any such Taxes, Licensee shall promptly reimburse Licensor for the same. Licensor will provide Licensee with written documentation, including but not limited to copies of receipts, of any and all such Taxes for which Licensee will reimburse Licensor.

9. **Representation and Warranties.**

9.1 Licensor represents, warrants and agrees that: (i) it has the right, power and authority to grant the license rights with respect to the Licensed Software described in this Agreement, its performance of this Agreement will not violate any other agreement, covenant or obligation of Licensor with or to any third party and that Licensee's use of the Licensed Software and Documentation as permitted by this Agreement will not infringe or constitute misappropriation of any United States copyright, patent, trade secret or other proprietary right, (ii) the Licensed Software (configured and implemented) is currently operated in one or more unaffiliated third party production environments, and the copy of the Licensed Software delivered to Licensee pursuant to Section 5.1 herein will be a true and complete copy of the most recently released commercial version of the Licensed Software as of the Effective Date, (iii) the Licensed Software is free and clear of any software or hardware locks, disabling code, restrictive access devices, time or date triggered metering devices or code, (iv) any services provided by Licensor hereunder, including without limitation, the Support Services (as defined below), will be performed in a professional and workmanlike manner, in accordance with the highest applicable industry standards and in compliance with all applicable laws and regulations, (v) the License Fee and Support Services Fees (as defined in Section 11) are and shall be the lowest fees for the Software and such Support Services Licensor charges any of its other licensees and (vi)

Licensor has no knowledge of any pending or threatened litigation, dispute or controversy arising or related to the Licensed Software.

9.2 Licensor further warrants that, for a period of one-hundred twenty (120) days after the Acceptance Date (the "**Warranty Period**"), the copy of the Licensed Software delivered to Licensee, when running in the Recommended Operating Environment, will perform substantially in accordance with the Specifications and produce results substantially in accordance with the Use Cases Results (the "**Conformance Warranty**").

9.3 Licensor's obligations for breach of the Conformance Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Licensed Software which fails to conform to such warranty, and act in accordance with the response requirements set forth in Exhibit J hereto, and, if Licensor is unable to correct any breach in the Conformance Warranty by the date which is 60 days after the end of the Warranty Period, then Licensee may, in its sole discretion, either extend the time for Licensor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Licensor under this Agreement, including the Licensee Fee, Support Services Fees and Training Fees. In no event shall Licensor be liable for any breach of the Conformance Warranty unless written notice thereof is given to Licensor by Licensee within the Warranty Period.

9.4 Licensor shall have no obligation under the Conformance Warranty for a particular breach if Licensor can reasonably and promptly demonstrate that the breach of the Conformance Warranty was caused by:

- (a) Licensee's modification of the Licensed Software without the prior written consent of Licensor;
- (b) Misuse or gross negligence of any person other than Licensor, its employees or agents; or
- (c) Licensee-Created Error.

9.5 **THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. **Limitation of Liability.**

Except for any liability pursuant to Licensor's obligations under Section 12 or 13 hereto, or breach thereof, Licensor will not be liable for any indirect, incidental, special, or consequential damages, or damages resulting from lost data or lost profits, arising from this Agreement, even if it has been advised of the possibility of such damages. Nothing in this Section is intended to effect any obligation of Licensor to refund any amounts paid under this Agreement or any rights or remedies under any other agreement between the parties hereto.

11. **Support Services.**

11.1 During the Support Term (as defined below), Licensor shall provide to Licensee the following services (collectively, the "**Support Services**"): telephone assistance as described in Section 11.3, correction of the Licensed Software as described in Section 11.4, and provision of

enhancements as described in Section 11.5. The Support Services shall be provided to Licensee for an initial one (1) year term (the "**Initial Support Term**"), commencing on the "**Support Commencement Date**" (as hereafter defined). The Initial Support Term shall thereafter be extended automatically for successive one-year terms ("**Extension Terms**," and collectively with the Initial Support Term, the "**Support Term**") unless terminated by Client upon notice given not less than ten (10) days prior to the last day of the then current Support Term. For purposes of this Agreement, the term "**Support Commencement Date**" shall refer to the first day of the month in which the end of the Warranty Period occurs.

11.2 In consideration of the Support Services, Licensee agrees to pay Licensor annual fees (the "**Support Service Fees**"). The annual Support Service Fee for the Initial Support Term is described in Exhibit I, and shall be due and payable on the Support Commencement Date. During each Extension Term, Licensee shall pay Licensor annual Support Service Fees (on the annual anniversaries of the Support Commencement Date) based upon Licensor's rates for such Support Services in effect sixty (60) days prior to the commencement date of each such Extension Term; provided that Licensor may not increase the Support Service Fee more than three percent (3%) from one year term to another; and provided further that the Support Services Fees shall, at all times, be the lowest fees charged for such Support Services to any of its other licensees. Failure of Licensee to pay Support Service Fees on the due date shall not be considered a late payment unless such payment is not made within 30 days thereafter, and Licensor's sole remedy for a late payment shall be to suspend the Support Services until the Support Service Fees due are paid, subject in such case to the provisions of Section 14.6 hereof. Once the Support Service Fees are paid, Support Services shall resume. In the event this Agreement, or the Support Services hereunder, are terminated due to a breach by Licensor or Licensor's Bankruptcy Event, as permitted in Section 14, Licensee shall receive a prompt refund of a pro-rata portion of the Support Services Fees paid by Licensee for that portion of the then-current Support Term which has been terminated.

11.3 Licensor shall provide telephone assistance to Licensee for the purpose of answering questions relating to the Licensed Software, including (i) clarification of functions and features of the Licensed Software, (ii) clarification of the Documentation; (iii) guidance in the operation of the Software, and (iv) error verification, analysis, and correction to the extent possible by telephone, including the failure to produce results in accordance with the Use Cases Results. Such assistance shall be provided by Licensor Monday through Friday (excluding legal United States holidays observed by Licensor) during Licensee's normal business hours (8:00 a.m. through 5:00 p.m., Central Time). Telephone assistance requested at other times or with respect to other subjects (i.e., subjects other than errors Licensor is obligated, at no charge, to correct) shall be paid for by Licensee at Licensor's then-current rates for consultation. Licensee may contract for expanded days and hours of service in accordance with Licensor's then-current policy and on terms at least as favorable to Licensee as those charged to any of Licensor's other licensees.

11.4 The following provisions shall be applicable to the correction of Licensed Software errors.

- (a) If Licensee detects what it considers to be an error in the Licensed Software which causes it not to conform to the Specifications or produce results in accordance with the Use Cases Results, Licensee shall by telephone or e-mail notify Licensor of the error. Licensee's notification shall, to the extent Licensee is able, provide sufficient details so that Licensor can make the error manifest itself so as to be recognizable by Licensor.

(b) Licensor will use diligent and persistent efforts to correct errors in the Licensed Software reported to Licensor in accordance with the response times set forth in Licensor Support Plan set forth in Exhibit J hereto ("**Response Times**"). However, Licensor does not guarantee results nor warrant or represent that all such errors will be corrected.

(c) Upon notifying Licensor of an error in the Licensed Software, Licensee shall give Licensor remote and, if needed, physical access to Licensee's computer equipment, the Licensed Software and all relevant records, and shall assist Licensor in substantiating the existence of the error. If Licensor determines it is necessary to perform tests at the Primary Licensee Location, then the computer time and materials necessary to substantiate or correct the error shall be provided by Licensee at Licensee's expense. Except as hereinafter provided, all other expenses and costs shall be the responsibility of Licensor. If an error reported to Licensor by Licensee (i) is not in fact an error in the Licensed Software, (ii) is a Licensee-Created Error, or (iii) falls within one of the exceptions to the Conformance Warranty set forth in Section 9.4, Licensee shall compensate Licensor for the travel, living and other reasonable expenses related to any visit to the Primary Licensee Location, and shall compensate Licensor for any other services associated with Licensor's review of such error, all in accordance with Licensor's then-current rates for consultation.

(d) If Licensor cannot correct an error within the applicable period of time set forth in Exhibit J, then the parties will enter into good faith negotiations regarding an appropriate refund of Support Fees, not to exceed six months of Support Fees. In determining the amount of the refund, the parties shall take into account, in good faith, all relevant factors, including, without limitation, the portion or features of the Licensed Software adversely effected.

(e) The Project Managers, or such persons as otherwise designated by Licensee and Licensor in Exhibit J, shall serve as said parties' contacts for all communications relating to Support Services. Each party may change its own contact person by notice to the other party.

(f) Licensor cannot and does not guarantee support for installations which are running a version of the Licensed Software which is more than two versions prior to the current version of the Licensed Software.

11.5 The following provisions shall set forth Licensor's obligations to provide Enhancements (as defined herein).

(a) Licensor shall provide to Licensee during the Support Term for use in accordance with this Agreement, at no charge, (i) any "bug" fixes or patches which it develops with respect to the Licensed Software and (ii) any enhancements, modifications, improvements, expansions and revisions of the Licensed Software which Licensor may develop or acquire and incorporate into its standard version of the Licensed Software or which Licensor has elected to make generally available to its licensees who are on a support and/or maintenance plan at no extra cost (collectively the "**Enhancements**"). All other enhancements will be offered to Licensee at the lowest price offered to any of Licensor's other licensees.

(b) All Enhancements shall become part of the Licensed Software and subject to all terms and provisions of this Agreement. Accordingly, title to all Enhancements shall remain with Licensor.

(c) Except as otherwise provided in a signed addendum to this Agreement, nothing herein shall obligate Licensor to enhance the Licensed Software in any particular respect or on any particular date. The decision as to whether and/or when, to enhance the Licensed Software will be within Licensor's discretion.

(d) Payment of the Support Service Fee does not entitle Licensee to receive the training of its personnel with respect to Enhancements to the Licensed Software. If Licensee desires training with respect to the use of such Enhancements, Licensee shall pay Licensor for such Training Services on a time and materials basis, at Licensor's then-current rates for training. Licensor agrees to provide Licensee during the Support Term, on a time and materials basis at its then-current rates for installation, Installation Services with respect to the Enhancements.

11.6 Notwithstanding, and in addition to, any of the foregoing, Licensee reserves the right to enter into a separate service level agreement with Licensor with respect to the Support Services ("SLA"). The SLA shall include, without limitation, mutually agreed upon service level credits to be provided to Licensee for Licensor's failure to satisfy the service levels specified in the SLA, as well as the ability for Licensee to terminate this Agreement, the Support Services and/or the SLA, and receive a pro-rata refund of Support Services Fees paid by Licensee for that portion of the then-current Support Term which has been terminated, in the event Licensor fails to satisfy such service levels for an agreed upon period of time specified in the SLA.

11.7 If Licensee requests that Licensor provide support, maintenance or other consulting services in addition to those Licensor is obligated to provide hereunder, Licensor shall be obligated to provide such services provided that Licensor is able to do so, and Licensee shall be charged for the same on a time and materials basis, at Licensor's then-current rates.

11.8. Notwithstanding that Licensor has consented to the use of the Licensed Software in a production mode at multiple locations, Licensor shall, unless it expressly agrees otherwise in writing, only be responsible for providing Support Services to a single Licensee Permitted Site, which shall be the Primary Licensee Location unless otherwise agreed upon by the parties. The distribution, testing, installation, support and maintenance with respect to additional locations shall be the responsibility of Licensee unless otherwise agreed in writing between the parties. Licensor may impose reasonable additional Support Service Fees with respect to each such additional location.

12. **Confidential Information**

12.1 Each party ("receiving party") acknowledges that the Confidential Information of the other party ("disclosing party") constitutes valuable properties of the disclosing party, and further acknowledges that the value of such Confidential Information would be substantially damaged by disclosure to the public or by use contrary to the provisions of this Agreement. Accordingly, the receiving party agrees (i) to hold all Confidential Information it obtains from or about the disclosing party in the strictest confidence, (ii) not to use or disclose such Confidential Information of the disclosing party other than as strictly necessary for performance of or otherwise pursuant to this Agreement, and (iii) to cause all of its employees or agents, or Contractors (as defined below) to whom such Confidential Information is transmitted to be

bound to the same obligation of confidentiality to which it is bound and shall be responsible for any breach by such employees, agents or subcontractors. Nothing herein will prevent routine discussions by Licensee that normally take place in a “user group” context.

12.2 Notwithstanding anything to the contrary above, copies of the Licensed Software may be kept at a third party disaster or data recovery center and may be disclosed to subcontractors of Licensee engaged by Licensee for the purpose of assisting Licensee with its permitted use of the Licensed Software (“**Contractors**”), provided that such Contractors execute a nondisclosure agreement with Licensee which is at least as protective as the terms hereof.

12.3 Since unauthorized disclosure, use or transfer of Confidential Information will substantially damage and diminish its value to the disclosing party, it is agreed by the parties that the disclosing party shall be entitled to equitable relief to protect its interests therein, including but not limited to injunctive relief, as well as money damages. The rights and remedies of the disclosing party set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

12.4 Public Statements. Neither party shall (i) issue press releases or publicity or make any public statements that in any way relate to this Agreement, (ii) refer to the other party in any brochures, client listings, advertisements or other similar materials, or (iii) otherwise use the name, logo or other identifying information of the other party outside of its own organization, without the prior written approval of the other party in each instance.

13. Indemnification

13.1 By Licensor. Licensor agrees to defend Licensee, Licensee Affiliates and their respective directors, officers, employees, agents, subcontractors and assigns (collectively, the “**Licensee Parties**”), from and against any and all third party (including employees of Licensee Parties) claims, suits, actions, demands or proceedings, threatened, asserted or filed against any Licensee Party (collectively, “**Indemnification Claims**”), and to indemnify and hold harmless such Licensee Party from and against any and all expenses, penalties assessed by government entities, expenses, liabilities and/or damages of any kind awarded or paid in settlement or incurred in the defense of such Indemnification Claims (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification), to the extent that such Indemnification Claims arise out of, relate to or, if true, would constitute (i) an infringement or misappropriation of any United States copyright, patent, trade secret or other proprietary right, (ii) any breach or alleged breach of any warranties and representations made by Licensor in this Agreement, (iii) the negligence or willful misconduct of the Licensor, or any of its employees or agents (including subcontractors), or (iv) claims of personal injury or damage to tangible personal property that arise out of or relate to Licensor's, or its employees, agents or subcontractors', performance of this Agreement.

13.2 If, in Licensor's opinion, the Licensed Software is likely to become, or does become, the subject of a claim or proceeding for infringement or misappropriation of a United States copyright, patent, trade secret or other proprietary right, Licensor shall, at its expense, in addition to the defense and indemnification obligations set forth above and other rights of Licensee, perform one of the following, at its discretion:

- (a) Procure for Licensee the right to continue to use the Licensed Software;

(b) Replace the Licensed Software with a compatible, functionally equivalent non-infringing product;

(c) Modify the Licensed Software to make it non-infringing without impairing Licensee's ability to use the Licensed Software as intended, with the modifications to be subject to Licensee's approval, which approval shall not be unreasonably withheld;

or, if the actions set forth in (a), (b) or (c) cannot be accomplished or attained, then

(d) Return to Licensee the License Fees paid hereunder.

13.3 The Licensee Party(ies) bringing a claim for indemnification pursuant to Section 13.1 ("**Indemnified Party**") shall: (i) provide Licensor reasonably prompt notice in writing of any Indemnification Claim and permit Licensor, through counsel mutually acceptable to both parties, to answer and defend such Indemnification Claim (provided that Licensee's failure to give Licensor timely notification of said Indemnification Claim shall not effect Licensor's indemnification obligation unless such failure materially prejudices Licensor's ability to defend the Indemnification Claim), and (ii) provide Licensor information and reasonable assistance, at Licensor's expense, to help Licensor to defend or settle such Indemnification Claim. The Indemnified Party shall have the right to employ separate counsel and participate in the defense of any Indemnification Claim, at its own expense. Licensor may not settle or compromise any Indemnification Claim on the Indemnified Party's behalf without first obtaining the Indemnified Party's written permission, which permission will not be unreasonably withheld, unless such settlement or compromise requires only the payment of money damages to the claimant which is paid in full by Licensor. If Licensor does not notify the Indemnified Party in writing within ten (10) days of notice referred to in (i) above, that it will defend the Indemnification Claim, or thereafter does not diligently defend and/or take action to settle the Indemnification Claim, the Indemnified Party may defend the Indemnification Claim with its own attorneys and/or act to settle or compromise the Indemnification Claim, subject to the indemnification provided for in Section 13.1 and Licensee's other rights and remedies.

13.4 Licensor shall have no obligation to indemnify Licensee for a claim of infringement or misappropriation as provided in Section 13.1(i) if: (i) the Licensed Software is modified by any Person other than Licensor and such modification is the cause of the infringement or misappropriation, (ii) Licensee uses the Licensed Software in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation, or (iii) Licensee's use of the Licensed Software in combination with any product, software or system not supplied, authorized, approved or recommended by Licensor and such combination is the cause of the infringement or misappropriation.

14. **Term and Termination**

14.1 This Agreement shall become effective on the Effective Date, and shall continue in perpetuity, unless terminated as provided below.

14.2 Subject to Section 18.10 hereof, if a party petitions for relief under any bankruptcy law or if any bankruptcy petition should be filed against a party and the same is not discharged within sixty (60) days, or if a party is the subject of an involuntary petition, or if a receiver is appointed for the business of a party, or if a party makes an assignment for the benefit of creditors (collectively, a "**Bankruptcy Event**"), then, in each such case, the other party may issue a

written notice of its intent to terminate and such termination shall be effective upon the receipt of such notice.

14.3 Licensee may terminate this Agreement or just the Support Services (i) at any time without cause and for convenience upon five (5) days prior written notice to Licensor or (ii) upon written notice to Licensor, if Licensed is in material breach of this Agreement or Support Services, and fails to remedy such breach within thirty (30) days after the receipt of written notice thereof; provided, however, that termination will be effective immediately upon any breach of Section 12 hereof or failure to establish the Escrow in accordance with the terms of Section 16 within the time frame set forth therein.

14.4 Licensor may terminate this Agreement if Licensee intentionally and materially breaches this Agreement and then fails to correct such breach within thirty (30) days following written notice from Licensor of the breach.

14.5 The right of a party to terminate this Agreement under this Section shall not be deemed to be an exclusive remedy and each party shall, except as otherwise expressly limited or prohibited in this Agreement, be entitled to such other rights and remedies as are available to it at law or in equity.

14.6 Notwithstanding anything to the contrary in this Agreement, failure of Licensee to pay invoices or other amounts due Licensor on a timely basis will not be deemed a late payment or a breach of this Agreement; provided (i) such failure results from a bona fide dispute which has been communicated to Licensor prior to the due date, (ii) any undisputed amounts are paid in a timely fashion, (iii) senior level executives of Licensee make themselves available to resolve the dispute and (iv) any payment ultimately required to be made by Licensee by settlement or order of a court or arbitrator is paid within five (5) business days after such resolution ("Bona Fide Dispute Provisions"), and so long as the Bona Fide Dispute Provisions are being, or have been, complied with by Licensee, Licensee shall be entitled to exercise its license rights granted under this Agreement, Licensor shall continue to perform its obligations under this Agreement (including the Support Services), and Licensee shall not be responsible for Licensor's reasonable attorneys' fees or court costs regardless of the outcome of the dispute.

15. **Effect of Termination**

15.1 The following Sections shall survive any such termination of this Agreement: Sections 4, 8.2, 9, 10, 12, 13, 15, 18.6, 18.7, 18.8, and 18.10.

15.2 In the event of any termination of this Agreement, Licensee shall immediately cease all productive use of the Licensed Software, and within ten (10) business days of such termination:

- (a) Deliver to Licensor all Confidential Information of Licensor furnished to Licensee;
- (b) Purge all information and data relating to the Licensed Software (not including any Licensee data or reports generated using the Licensed Software) stored in any central processing unit or other storage medium or facility which for any reason cannot be delivered to Licensor; and
- (c) Certify to Licensor in writing that, to the best of its knowledge, it has returned or destroyed the original and all copies of the Licensed Software, including any parts thereof which have been modified or merged with other software.

16. Source Code Escrow

16.1 Within thirty (30) days of the Effective Date, Licensor shall, at its own expense, (i) establish a source code escrow ("**Escrow**") with DSI Escrow Services (or other escrow agent reasonably acceptable to Licensee) (the "**Escrow Agent**") pursuant to a written agreement (the "**Escrow Agreement**") which complies with the terms of this Section 16, and which Escrow Agreement either (A) shall be jointly signed by Licensor and Licensee or (B) shall be an already existing Escrow Agreement, with respect to which Licensee shall become a signatory, and (ii) deposit into said Escrow, the source code for the Licensed Software, including for any Enhancements hereafter developed, and all technical and design documentation relating to such source code which would allow a reasonably competent software programmer to understand, use, support and modify such source code (collectively, the "**Deposit**"). Licensor shall update the Deposit whenever an Enhancement is made available to Licensee, but not less frequently than quarterly, such that at least on a quarterly basis the Deposit shall be complete and accurate as it relates to the then-current version of the Licensed Software. The Escrow Agreement shall have such other provisions as may be mutually agreeable. Licensor shall pay all costs of the Escrow, and the Escrow Agreement shall provide that before the Escrow Agent can terminate the Escrow for failure to pay, the Escrow Agent must give at least ten (10) days prior written notice to Licensee.

16.2 The Escrow Agreement shall provide that upon Licensee's written notice to the Escrow Agent that a Release Condition has occurred ("**Notice of Release Condition**"), the Escrow Agent shall deliver a copy of the Deposit to Licensee, and a written notice to Licensor that a "release" has been made under the Escrow Agreement (a "**Release Notice**"). A "Release Condition" shall mean the existence of one or more of the following events:

- (a) Licensor's commission of a breach of any material term or condition of this Agreement;
- (b) Licensor breaches its obligations to update the Escrow as provided herein;
- (c) any of the representations and/or warranties set forth in the Escrow are untrue or incorrect when made, or become untrue or incorrect;
- (d) Licensor fails to provide, decides not to provide, or materially breaches its obligations with respect to the Support Services;
- (e) Licensor's failure to continue to do business in the ordinary course; or
- (f) a Bankruptcy Condition.

16.3 Licensor shall have thirty (30) days following the date of the Release Notice to provide written notice to the Escrow Agent (with a copy to Licensee) that it, in good faith, believes that the Release Condition did not occur or has been cured (a "**Contrary Notice**"), and if the Contrary Notice is not timely given, then Licensor waives any right to contest the release of the Deposit to Licensee. If Licensor does provide the Contrary Notice within the required time period, then, notwithstanding such Contrary Notice, Licensee shall continue to have the right to possess and use the Deposit as provided herein unless and until (i) Licensor and Licensee mutually agree in writing that the Deposit shall be returned to Licensor or Escrow Agent or (ii) there has been a legal determination through the procedure set forth in Section 18.6 by a court

or mutually agreed arbitration, that the Release Condition did not occur or was cured within thirty (30) days following the date of the Release Notice. So long as the Notice of Release Condition was issued in good faith, then Licensee shall have no liability to Licensor for an incorrect Notice of Release Condition.

16.4 Licensee's use of the Deposit is subject to the following terms and conditions:

(a) Licensee's right to use the Deposit will be strictly limited to the maintenance and support of the Software, including the development of Enhancements ("**Permitted Use**"). Licensee's may make up to three (3) copies of the Deposit as necessary for archival and backup purposes.

(b) Except when actually being utilized for its Permitted Use, the Deposit will be kept in a restricted, limited access area with access thereto limited to designated personnel (including subcontractors) who have a need to use the Deposit for the Permitted Use.

(c) Licensee may not remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Deposit. Licensee may not market, sell, lend, rent, lease, or otherwise distribute, or assign, sublicense or otherwise transfer any rights in and to, the Deposit, except in connection with a permitted assignment and/or transfer of the License Software. In addition, Licensee may not provide, disclose or otherwise make available the Deposit to any third party, except as provided above, and except that copies of the Deposit may be kept at a third party disaster or data recovery center and may be disclosed to subcontractors of Licensee for the Permitted Use.

17. **Insurance**

17.1 As of the Effective Date, Licensor shall have procured insurance coverage, and shall maintain such coverage for so long as Licensee is receiving Support Services and at least 12 months thereafter. Such insurance shall be with insurers with at least an "A+" rating, shall list Licensee as an additional insured under each policy, and shall comply with the following minimum requirements:

(a) Commercial General Liability insurance of the Occurrence Form, with policy limits of not less than three million dollars (US\$3,000,000.00) single limit each occurrence for Bodily Injury and Property Damage combined, and three million dollars (US\$3,000,000) Personal and Advertising Injury Limit.

(b) Professional Liability And Errors & Omissions Liability Insurance with policy limits of not less than three million dollars (US\$3,000,000.00) each claim with a deductible of not more than one-hundred thousand dollars (US\$100,000.00). Such insurance shall include coverage for infringement of the intellectual property rights of any third party. The Professional Liability And Errors & Omissions Liability Insurance retroactive coverage date will be no later than the Effective Date of this Agreement.

17.2 Within thirty (30) days of the Effective Date, Licensor shall provide to Licensee proof, such as an insurance certificate, evidencing full compliance with the insurance requirements set forth herein. The insurance policies shall provide that the insurance company shall notify Licensee in writing at least thirty (30) days in advance if Licensor's insurance coverage is to be canceled or materially altered so as not to comply with the requirements of this Section 17.

18. **General.**

18.1 All notices, requests, consents, approvals, or authorizations in connection with this Agreement (collectively, "Notices") must be given in writing, sent by messenger, overnight delivery service, facsimile transmission to the fax number set forth below, or the U.S. mail, postage prepaid, certified or registered, return receipt requested, and addressed (or sent to the facsimile number) as follows:

NOTICES TO LICENSOR:

Attn:
Address:

Telephone:
Fax:

NOTICES TO LICENSEE:

Attn: General Counsel
Address:
Telephone:
Fax:

Copy to:

Fax:

Separate Copies to: the Director of
Purchasing and [the name of Project
Manager], each at the address set forth
above.

All Notices sent in accordance with the foregoing shall be deemed received by the intended recipient (a) upon personal delivery, (b) one (1) business day following deposit with an overnight courier services, (c) upon sending of the facsimile (but only if (i) the fax is sent during the business hours of a business day of the recipient, (ii) the receiving fax device immediately generates a message, printed by the sending fax device, that confirms successful transmission, and (iii) a copy of the notice is contemporaneously sent by regular mail) or (d) two (2) business days after deposit in the U.S. mail in the manner provided above.

18.2 The parties hereto are independent of each other, with the relationship of Licensor and Licensee being one of vendor-vendee. Nothing in this Agreement will be construed to mean that any party is appointed or in any way authorized to act as an agent of the other party, and without limiting the generality of the foregoing, neither party will make any representation or warranty to third parties on the other party's behalf. This Agreement does not create any employer-employee relationship, joint venture, partnership or formal business entity or organization of any kind.

18.3 Nothing in this Agreement will be construed as restricting Licensee's ability to acquire, license, or develop for itself, or have others acquire, license, or develop for Licensee, any products or services that are similar to and/or that perform the same or similar functions as Licensed Software.

18.4 Licensee reserves the right to hire individual employees or subcontractors (or employees thereof) of Licensor ("Individuals") as employees of Licensee. When such a hire is made, Licensee may be required to make a one-time payment to Licensor based on the total length of time the Individual's spent working specifically for Licensee and a percentage of the first year salary offered by Licensee and accepted by the Individual, in accordance with the Schedule below. Any Individual engaged directly or indirectly in working for Licensee for over six months may be hired by Licensee with no payment obligation to Licensor. In the event an employee of Licensor hired by Licensee has not worked directly for Licensee, there will be no payment

hereunder to Licensor.

<u>Length of Engagement</u>	<u>% of Yearly Salary to be Paid to Licensor</u>
0-3 months	25%
3-6 months	15%
Over 6 months	0%

Licensor agrees not to, directly or indirectly, employ any person who was a Licensee employee during the one year period prior to the attempted hire.

18.5 If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect for the same purpose. Wherever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is in a signed writing, and no such waiver constitute a waiver of any other provision(s) or of the same provision on another occasion.

18.6 Except for (i) disputes concerning breaches of Section 12 (Confidential Information), Section 13 (Indemnification), or intellectual property rights infringement and (ii) either party's exercise of its rights to terminate this Agreement as provided in Section 14 (all of which excepted disputes shall be resolved pursuant to either subsection (B) or (C) hereof), material disputes between the parties that may arise under this Agreement will be resolved as follows: Each party will designate a representative who will negotiate in good faith to resolve such dispute. If the matter is not resolved within two (2) business days, it will be escalated to a "higher level" representative of each party with appropriate authority to resolve such matter. If these representatives are unable to resolve the matter within five (5) business days, then (A) the parties may mutually agree to extend the dispute resolution negotiations, (B) the parties may mutually agree to submit the matter to binding arbitration under the rules of the American Arbitration Association, which arbitration shall be conducted by a panel of three arbitrators and held in Portage County, Wisconsin; or (C) either party may take any action or no action or exercise any or all rights and remedies set forth herein or provided by law and in equity, and any negotiations undertaken pursuant to this Section 18.6 will be without prejudice to either party.

18.7 This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the conflict of law principles thereof. Except as the parties may otherwise mutually agree in writing, any dispute arising under this Agreement or concerning its interpretation will be resolved exclusively in the state or federal courts located in or serving Wisconsin, and Licensor irrevocably consents to the exercise of jurisdiction by said courts over Licensor. In such a dispute, legal process may be served upon Licensee or Licensor in the same manner as provided in this Agreement for delivery of non-electronic notices (i.e. no service by facsimile).

18.8 Except as expressly provided otherwise in this Agreement, if either party employs attorneys to enforce any rights arising out of or relating to this Agreement in any suit or other action to enforce any right or remedy under this Agreement, the party which prevails or

substantially prevails in such suit or action shall be entitled to recover reasonable attorneys' fees and costs.

18.9 Licensor may assign or transfer this Agreement, provided that (and only if) (i) such transaction is to a party ("**Assignee**") with sufficient assets and resources that Licensor reasonably believes it can continue to perform Licensor's obligations under this Agreement, (ii) in a writing to Licensee, the Assignee agrees to perform such obligations and (iii) no such assignment or transfer will relieve Licensor of its obligations hereunder. Licensee may not assign or transfer this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensee may assign or transfer this Agreement, and the licenses and rights of Licensee herein, without Licensor's consent (but with written notice) to (A) any Licensee Affiliate or (B) any successor-in-interest to Licensee or to a Licensee Affiliate or a successor-in-interest to that portion of Licensee's or its Affiliate's business which uses the Licensed Software whether by way of asset sale, merger or otherwise; provided that any such successor-in-interest agrees in a writing to Licensor that it is accepting the obligations and limitations set forth herein, whereupon Licensee shall thereafter be relieved of all its rights and obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of each party hereto.

18.10 The rights granted under the Agreement, as amended hereby, shall be deemed a license of "intellectual property" for purposes of the United States Code, Title 11 ("Bankruptcy Code"), Section 365(n). In the event of the bankruptcy of Licensor and a subsequent rejection of this Agreement pursuant to Section 365(a) of the Bankruptcy Code, or in the event of a similar action under applicable law, Licensee may elect to retain its license rights, subject to and in accordance with the provisions of the Section 365(n) of the Bankruptcy Code or other applicable law.

18.11 The Exhibits attached hereto or referencing this Agreement, as amended from time to time, are incorporated into this Agreement by this reference. All references to the "Agreement" are references to this Agreement and all such Exhibits, as amended from time to time. To the extent that any provision contained in any Exhibit is inconsistent or conflicts with this Agreement exclusive of the Exhibits, the provisions of this Agreement (exclusive of the Exhibits) shall control.

18.12 Headings used in this Agreement are intended for convenience and shall not be deemed to supersede or modify any provisions.

18.13 Except as set forth in Section 13, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto.

18.14 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile transmission. Notwithstanding the foregoing, the parties shall each deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

18.15 This Agreement shall not be effective until signed by both parties. This Agreement (together with the Exhibits attached hereto or referencing this Agreement) constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement dated subsequent to the date hereof and signed on behalf of Licensor and Licensee by their respective duly authorized representatives.

[Signature page follows]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Software License Agreement to be executed in multiple counterparts by their duly authorized and empowered officers or representatives as of the Effective Date, defined above.

LICENSEE

LICENSOR

By (Sign):

By (Sign):

Name (Please print):

Name (Please print):

Title:

Title:

EXHIBIT A

DESCRIPTION OF LICENSED SOFTWARE

EXHIBIT B

PROJECT MANAGERS

EXHIBIT C

SPECIFICATIONS AND RECOMMENDED OPERATIONAL ENVIRONMENT

EXHIBIT D
TRAINING SERVICES

EXHIBIT E
TEST PLAN

EXHIBIT F

USE CASES RESULTS

EXHIBIT G

ACCEPTANCE CERTIFICATE

THIS CERTIFICATE is made this ___ day of _____, 200_, by **YOUR ORGANIZATION NAME** (“**Licensee**”) in favor of _____ (“**Licensor**”), and arises out of and in connection with that certain Software License Agreement dated _____, 2008 (the “**Agreement**”).

By this Certificate, hereby certifies to Licensor that Licensee has completed its acceptance testing of the Licensed Software (as defined in the Agreement), that the Licensed Software meets the Acceptance Criteria (as defined in the Agreement) and that the Licensed Software is hereby accepted by Licensee. Nothing herein is intended to effect or diminish any of the Warranties set forth in the License Agreement or any other provision of or rights of Licensee under the License Agreement.

IN WITNESS WHEREOF, Licensee has executed this Certificate as of the date first written above.

LICENSEE

By: _____

Print Name: _____

Title: _____

EXHIBIT H

PAYMENT OF LICENSE FEE

EXHIBIT I

SUPPORT SERVICE FEE

EXHIBIT J
SUPPORT PLAN