CAMBRIDGESOFT LICENSE AGREEMENT

IMPORTANT: This is a legal agreement between you ("Customer") and CambridgeSoft Corporation with offices at 100 CambridgePark Drive, Cambridge, Massachusetts 02140 ("CambridgeSoft"). These terms and conditions should be carefully read prior to opening the Software package or electronically downloading the Software licensed under this Agreement. By opening the Software package, electronically downloading the Software, or issuing a purchase order, as the case may be, Customer acknowledges that it has read this Agreement and agrees to be bound by its terms; that the Software is accepted ("Acceptance") as delivered, and Customer is obligated to pay the related license, maintenance fees and professional services fees, as applicable. Acceptance of the Software is not dependent on any remaining services, conditions or contingencies and there are no other written or verbal agreements with respect to this Acceptance. If you do not accept these terms, you must return the Software to CambridgeSoft within 48 hours of Acceptance, cease using the Software and destroy all copies of the Software. For this Agreement to be effective, CambridgeSoft must have reviewed and agreed to the items ordered, pricing and any changes to this Agreement in Customer's purchase order.

1. <u>License Grant</u>. CambridgeSoft grants to Customer a nonexclusive, nontransferable license to use the indicated components of software through object code and documentation ("Software"), for the purpose of automating Customer's internal processes for the number of users, term and other specifications as described in Customer's purchase order.

2. <u>Title</u>. CambridgeSoft retains all right, title and interest to the Software and in all copies, improvements, enhancements, modifications and derivative works of the Software including, without limitation, all rights to patent, copyright, trade secret and trademark. Customer may make up to three (3) copies of the Software for development and testing support, archival and disaster recovery purposes per the terms of this Agreement, but may not reverse engineer, disassemble or decompile the Software, and may not permit use of the Software in connection with a service bureau or other configuration whereby any third party may use the Software. All copies of the Software shall contain CambridgeSoft's copyright notice. Software may provide access either directly or indirectly to database content owned by CambridgeSoft and/or third parties and protected under copyright and other laws of the United States, under international conventions and similar laws elsewhere; all rights are reserved by the content owners.

3. <u>Maintenance</u>. Upon delivery of the Software, CambridgeSoft may provide maintenance services for an annual term provided that Customer elects maintenance services in its purchase order. Maintenance services, for the Software to operate in substantial accordance with its documentation, may be provided at Standard, Pro, or Ultra levels, as indicated on Customer's purchase order. CambridgeSoft shall use reasonable efforts to provide workarounds for, and to correct reproducible programming errors in, the Software attributable to CambridgeSoft with a level of effort commensurate with the severity of such errors. Upon identification of any programming error, Customer shall notify CambridgeSoft of such error and shall provide CambridgeSoft with information sufficient to locate and duplicate the error. CambridgeSoft is not responsible for errors caused by non-CambridgeSoft software or hardware; errors that cannot be reproduced under test conditions; problems caused by unauthorized modifications; failure to follow operating procedure, or for maintenance services on releases older than one major release prior to the then-most current version of the Software. Customer shall ensure that all of its support contacts receive training in the use of CambridgeSoft products. The hours of operation for customer support are from 8 a.m. until 6 p.m. if in the US, US Eastern Standard Time; if in Europe, CET; and in Asia Pacific, Japan Time, Monday through Friday except holidays. Service Packs, which are modifications to address functional defects and related documentation, are provided as part of maintenance services. Upgrades, providing new functionality and enhancements to the Software within the functional domain of the licensed components, are also included as part of Pro or Ultra level maintenance services and term licenses. Maintenance is renewable annually, at the then-current rate as

adjusted in accordance with section 6 herein, unless one party provides the other written notice of its intention not to renew, at least sixty days prior to expiration of the then-current term. In the event that Customer elects not to renew maintenance, and subsequently reinstates maintenance services at a later date, Customer shall pay to CambridgeSoft all maintenance fees that would have been payable from the time that Customer discontinued maintenance services.

4. <u>Professional Services</u>. CambridgeSoft will provide professional services on a time and materials basis at CambridgeSoft's then-current daily rates plus reasonable expenses. Customer shall have no proprietary rights in the Software. CambridgeSoft may include its pre-existing Software, software licensed from a third party, and other materials in Customer's deliverables and Customer will receive a fully paid, royalty-free license to use such deliverables in accordance with the terms of this Agreement. All deliverables and derivatives and modifications to such deliverables shall at all times remain the property of CambridgeSoft, subject to the License Grant under this Agreement.

5. <u>Term</u>. The Software is licensed for a specified term, unless terminated sooner due to a party's material breach which remains uncured for thirty or more days from date of notice. At the end of the Agreement, each party will return to the other property of the other. Sections 2 and 6 through 12 shall survive termination of this Agreement.

6. <u>Fees</u>. The Customer will issue a purchase order to CambridgeSoft and CambridgeSoft will then provide an invoice to Customer. Fees and expenses are due thirty (30) days after the invoice has been issued to the Customer. Payment for fees and expenses is subject to a late charge of 1½% per month if unpaid for thirty (30) days or more from invoice date. Once due, all fees are nonrefundable and non-cancelable. Upon renewal, maintenance and term license fees shall be subject to an annual increase of at least the annual percentage increase in the U.S. Consumer Price Index.

7. <u>Taxes</u>. Customer is responsible for any applicable taxes, including sales, use, GST, VAT, customs, or excise tax triggered by these transactions, excluding only those taxes based upon the net income of CambridgeSoft. CambridgeSoft may, at its option, include in its invoices the taxes for which Customer is liable.

8. <u>Non-solicitation</u>. In the event that either party hires or contracts with, either as an employee or an independent contractor, any person who provided or received services within six (6) months after such persons last contact with the other party, then the hiring party shall promptly pay the other party a fee equal to the total compensation (salary, fees, commission and bonus) paid to such person during the last twelve (12) months prior to being retained by the hiring party.

9. <u>Confidentiality</u>.
   (a) "Confidential Information" means all non-public information provided by or on behalf of a party to the other party related to the

disclosing party's business, including but not limited to CambridgeSoft' Software (object, generated and source code), documentation and proposals.

(b) Each party agrees to receive and hold any Confidential Information in confidence and agrees: (i) to protect the Confidential Information against unauthorized use, publication or disclosure; (ii) not to use any Confidential Information except as specifically authorized by the party that has disclosed the Confidential Information; (iii) not to use any Confidential Information to unfairly compete; (iv) to restrict access to Confidential Information to those of its officers, directors and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality; and (v) to follow the other party's reasonable on-site security procedures.

(c) The above confidentiality provisions will not apply to Confidential Information that: (i) is in the public domain at the time of its disclosure; (ii) is disclosed with the prior written consent of the disclosing party; (iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or (iv) is disclosed by a court or regulatory authority or because of laws, rules or regulations.

10. <u>Indemnification</u>. CambridgeSoft will indemnify and hold Customer harmless from any claim that the Software infringes upon the United States intellectual property rights (IPR) of any third party provided the Software has not been modified by Customer or a third party. Customer will indemnify and hold CambridgeSoft harmless from any claim from a third party (other than an IPR claim) arising from Customer's use of the Software. In all instances, the party seeking indemnification must provide prompt written notice describing the claim, and cooperate in all reasonable ways with the indemnifying party. Each party will be entitled to control any proceedings or litigation for which it is indemnifying the other.

11. <u>Limitation of Liability</u>. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EVEN IF THAT PARTY HAS BEEN ADVISED ABOUT OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OTHER THAN CLAIMS FOR PAYMENT UNDER THIS AGREEMENT, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES PAID TO CAMBRIDGESOFT BY CUSTOMER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURANCE OF THE CAUSE OF ACTION. CAMBRIDGESOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. <u>General</u>.

(a) The parties agree that they will cooperate at all times in good faith. In the event of any dispute, which cannot be readily resolved, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days to attempt to resolve the open issues. In the event that Customer commits a material breach of this Agreement, including non-payment of fees, and such breach is uncured for thirty days, CambridgeSoft reserves the right to terminate Customer's license to use the Software or its provision of maintenance services.

(b) Customer shall not assign or delegate any rights or responsibilities under this Agreement without CambridgeSoft' prior written consent.

(c) CambridgeSoft and the Customer agree that each will, from and after the date of this Agreement, execute and deliver such other documents, including providing confirmation to CambridgeSoft auditors and take such other actions as may reasonably be requested to accomplish the transactions contemplated hereunder. CambridgeSoft reserves the right to audit Customer's compliance under this Agreement once a year.

(d) Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.

(e) No failure of either party hereto to exercise any power or right granted hereunder to insist upon strict compliance with any obligation hereunder, and no custom or practice of the parties with regard to the terms and performance hereof shall constitute a waiver of the rights of such party to demand full and exact compliance with the terms of the Agreement.

(f) This Agreement constitutes the entire understanding of the parties with respect to subject matter of this Agreement, and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. Where there is a conflict between the terms of this Agreement and a Customer purchase order, the terms of this Agreement shall control. Any printed pro-forma terms and conditions in the Customer's purchase order shall be invalid under this Agreement. CambridgeSoft may, at its discretion, accept modifications to this Agreement pursuant to a Customer purchase order. In the absence of CambridgeSoft acceptance of an explicit purchase order from Customer, this Agreement shall not be amended or modified. Electronic notification by CambridgeSoft to the Customer shall constitute sufficient acceptance of Customer's purchase order. This Agreement shall not be modified except in a writing signed by an authorized representative of each party.

(g) Customer acknowledges that the Software is subject to the export control laws of the United States and agrees to fully comply with such export laws.

(h) This provision applies to all Software acquired directly or indirectly by or on behalf of the United States Government. This Software is a commercial product, licensed on the open market and was developed entirely at private expense and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19.

(i) This Agreement will be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws provisions. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted.