

SOFTWARE LICENSE AGREEMENT

This Agreement is entered into as of _____, 20__ (the "Effective Date"), by and between _____, a California corporation ("**LICENSOR**"), having its principal office at: _____ and facsimile number _____, and _____, a _____ organized under the laws of _____ ("**LICENSEE**"), having its principal office at: _____ and facsimile number _____.

LICENSOR is in the business of developing and marketing communications software and expertise and is willing to make available to **LICENSEE**, and **LICENSEE** desires to obtain, a license to use certain computer software on the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

For purposes of this Agreement:

- 1.1. "Designated Equipment" shall be the equipment specified in Exhibit A attached hereto, as amended from time to time by **LICENSOR** and **LICENSEE** ("Exhibit A"), as being the equipment upon which a Licensed Program is run.
- 1.2. "Documentation" shall mean the documentation listed on Exhibit A and including all Updates thereof.
- 1.3. "Licensed Program" shall mean each program in software form specified in Exhibit A (collectively, the "Licensed Programs"), and shall specifically include any Updates and Upgrades to such program furnished to **LICENSEE** by **LICENSOR** under this Agreement for use in connection with or replacement of such program.
- 1.4. "Maintenance Service" shall mean the maintenance services defined in Exhibit D attached hereto ("Exhibit D").
- 1.5. "Object Form" shall mean any machine translated version of the Source Form suitable for execution by computer equipment, or any intermediate form derived from Source Form which can be made executable by computer equipment.
- 1.6. "Public Release" shall mean, in respect of a Licensed Program, an Update or Upgrade of such Licensed Program that is made available by **LICENSOR** to its licensees generally, and shall mean, in respect of Documentation, an Update of such Documentation that is made available by **LICENSOR** to its licensees generally.
- 1.7. "Source Form" shall mean, in respect of a Licensed Program, the original form on any media of such Licensed Program in the language as delivered by **LICENSOR** to **LICENSEE**, or any translation or modification thereof which substantially preserves its original identity.
- 1.8. "Update" shall mean, in respect of any Licensed Program, a Public Release of a new version of such licensed program which corrects errors in the previous version of such Licensed Program, and shall mean, in respect of Documentation, a Public Release of a new version of such Documentation.
- 1.9. "Upgrade" shall mean, in respect of a Licensed Program, a Public Release of a new version of such Licensed Program which adds features or functionality which differs from the specifications of the previous version of such Licensed Program as set forth in the Documentation relating to such previous version.
- 1.10. "Use" shall mean the copying or duplicating of any portion of a Licensed Program from storage units or media into equipment for processing, or the utilization of any form of a Licensed Program in the course of the operation of the Designated Equipment.

2. License Grant

2.1. Use of Source Form for Development. **LICENSOR** hereby grants to **LICENSEE** for the term of this Agreement a non-exclusive, non-assignable license to copy, use, and modify the Source Form Licensed Programs specified in Exhibit A

herein for the purpose of adapting or incorporating such Licensed Programs for operation in connection with Designated Equipment or modifying the Licensed Programs to correct errors or add features or functionality within the scope of the specifications referenced in paragraph 2 of Exhibit A. No license is granted to use any Licensed Program on any configuration of equipment which is different from the configuration specified in Exhibit A as the "Designated Equipment". **LICENSEE** shall respect **LICENSOR's** proprietary rights and copyrights and shall not use such Licensed Program except for the purposes for which it is being made available as set forth in this Agreement and shall not create similar like programs based, in whole or in part, on **LICENSOR's** proprietary rights and copyrights.

2.2. Right to Grant Sublicenses. If the license type specified in Exhibit B attached hereto ("Exhibit B") is a Single Use Buyout license or a Business Unit Buyout license, then **LICENSOR** hereby grants **LICENSEE** for the term of this Agreement a nonexclusive, non-assignable right to grant, and to grant others the right to grant, non-exclusive, non-assignable, sublicenses to Use the Object Form on the Designated Equipment, provided that such sublicensees are bound by all of the terms and conditions set forth in Exhibit C attached hereto. Notwithstanding anything to the contrary contained elsewhere in this Agreement, no other type of license, if any, granted hereby entitles **LICENSEE** to grant any sublicense.

2.3. Right to Use Documentation. **LICENSOR** hereby grants **LICENSEE** for the term of this Agreement a non-exclusive, non-assignable right to use the Documentation for **LICENSEE's** own internal use, subject to the restrictions imposed under Paragraph 9, in connection with its Use of the Licensed Programs. No other use is permitted, unless expressly approved in writing by **LICENSOR** prior to such use.

2.4. Sublicenses to the U.S. Government. **LICENSEE** represents and warrants to **LICENSOR** that **LICENSEE** is not an agency, department or unit of any governmental or quasi-governmental entity and is not procuring any Licensed Program as part of or in connection with any government contract or subcontract. If **LICENSEE** grants any sublicense hereunder to any agency, department or unit of any government or quasi-governmental authority, **LICENSEE** shall take whatever actions and precautions are necessary in order to preserve and protect all ownership and other rights of **LICENSOR** in the Licensed Programs, Documentation and related materials. In addition, if **LICENSEE** grants any sublicense hereunder to any agency, department or unit of the United States Government, the sublicense shall contain the following provisions:

UNITED STATES GOVERNMENT LEGENDS

For units of the Department of Defense:

The software is commercial computer software as defined in 48 C.F.R. 211 and therefore is provided to units of the Department of Defense under the terms of this License Agreement, which is **LICENSEE's** standard commercial agreement for the software. In the alternative, if 48 C.F.R. 211 is not invoked, the software is licensed as follows: Restricted Rights Legend: Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause at 48 C.F.R. 252.227-7013. [Insert **LICENSEE's** name and address.]

For civilian agencies:

Restricted Rights Legend: Use, reproduction, or disclosure is subject to restrictions set forth in subparagraph (a) through (d) of the Commercial Computer Software-Restricted Rights clause at 48 C.F.R. 52.227-19 and the limitations set forth in **LICENSEE's** standard commercial agreement for the Software. Unpublished rights reserved under the copyright laws of the United States.

2.5. Sublicense enforcement. **LICENSEE** agrees to enforce its rights under any sublicense granted by **LICENSEE** under this Agreement and, upon the request of **LICENSOR**, to enforce the rights of **LICENSOR** with respect to any such sublicense and to cooperate with **LICENSOR** in any action by **LICENSOR** to enforce its rights (and/or by **LICENSOR** in **LICENSEE's** name to enforce **LICENSEE's** rights) with respect to any such sublicense, including without limitation by providing to **LICENSOR** all information and assistance **LICENSOR** considers reasonably useful to pursue such action.

2.6. Territory. **LICENSOR's** grant to **LICENSEE** in this Paragraph 2 shall be worldwide, subject to the provisions of Paragraph 15.

2.7. No Other License. Notwithstanding any other provision of this Agreement, no license or right is granted to **LICENSEE** by implication, estoppel or otherwise, except the licenses and rights expressly granted in this Paragraph 2.

3. Deliverables

3.1. Source Form Programs. **LICENSOR** shall deliver to **LICENSEE**, effective at **LICENSOR's** shipping point by delivery to a common carrier, in accordance with the delivery schedules as specified in Exhibit A, one copy of the Source Form of the Licensed Programs listed in Exhibit A. Such programs will be in machine readable form and may be examined and/or modified with any ASCII text editor.

3.2. Documentation. **LICENSOR** shall deliver to **LICENSEE**, effective at **LICENSOR's** shipping point by delivery to a common carrier, in accordance with the delivery schedules specified in Exhibit A, the Documentation. All Documentation and related materials intended for human comprehension shall be provided in the English language. The Documentation and related materials are sufficient to provide reasonably qualified personnel a technical understanding of the Licensed Programs and to enable reasonably qualified personnel to perform the portation of the Licensed Programs into the Designated Equipment and to allow modification and enhancement of the Licensed Programs by reasonably qualified personnel who did not originally develop the Licensed Programs.

3.3. Training. **LICENSOR** shall provide to **LICENSEE**, free of any additional charge, training courses, for the number of hours as specified in Exhibit B, at **LICENSOR's** headquarters for a group of **LICENSEE** personnel not to exceed ten (10) persons. **LICENSEE** shall bear the cost of travel time and travel, lodging and related expenses of its staff for the period of training. At **LICENSEE's** option, **LICENSOR** will provide training at one (1) of **LICENSEE's** sites at **LICENSEE's** expense, including but not limited to travel time and travel, lodging and related expenses of **LICENSOR** personnel who provide such training. Such training courses, in all events, shall be on such day or days as is mutually acceptable to the parties hereto, but in no event shall **LICENSOR** have any obligation to furnish any such training courses after the date that is three (3) months after the date of delivery of the Licensed Programs. **LICENSOR** will provide **LICENSEE** training course materials for the Licensed Programs during the training course at no additional charge. Arrangements for additional training may be provided at the expense of the **LICENSEE** upon terms and conditions to be agreed upon by **LICENSOR** and **LICENSEE**.

3.4. Media. The media used for delivery of machine readable items shall be the media mutually agreed upon by **LICENSOR** and **LICENSEE** prior to the time of delivery or, failing such agreement, as selected by **LICENSOR**. Title in and to the media used for delivery of machine readable items shall be owned by **LICENSEE**.

4. Acceptance

4.1. Acceptance. Each Licensed Program and the related Documentation shall be deemed accepted by **LICENSEE** thirty (30) days after delivery unless, within such thirty (30) day period, **LICENSEE** delivers to **LICENSOR** a notice of rejection in accordance with this Paragraph 4.1. The sole criterion for rejection of any Licensed Program or related Documentation shall be its failure to conform to the specifications referenced in paragraph 2 of Exhibit A or the requirements of Paragraph 3.2. Any notice of rejection shall be valid only if (i) it is delivered to **LICENSOR** within such thirty (30) day period and (ii) it specifies in reasonable detail each of the specifications to which such Licensed Program fails to conform, or each requirement to which such Documentation fails to conform, and the basis for **LICENSEE's** assertion of nonconformance.

4.2. Rejection and Cure Procedure. If **LICENSEE** timely and rightfully rejects a delivered Licensed Program, **LICENSOR** shall have thirty (30) days from the date of rejection to cure any nonconformance described in **LICENSEE's** valid notice of rejection and to deliver to **LICENSEE** a version of the Licensed Program or Documentation that conforms to such specifications or a written statement, as applicable, providing the cure after which the provisions of Paragraph 4.1 shall again apply, calculated from the date of delivery of the new version of the Licensed Program or Documentation. If the new version of such Licensed Program is again timely and rightfully rejected by **LICENSEE**, **LICENSEE** may, as its sole and exclusive remedy (notwithstanding any other provision of this Agreement), declare this Agreement terminated, in which event the provisions of Paragraph 13.2 shall apply and **LICENSOR** will promptly refund to **LICENSEE** all license fees paid by **LICENSEE** with regard to such rejected Licensed Program; otherwise, **LICENSEE** shall afford **LICENSOR** another cure period to correct the nonconformance and the provisions of Paragraph 4.1 shall again apply.

5. Payment

5.1. Payment Terms For Deliverables. As payment for the license grants and deliverables specified in this Agreement for each Licensed Program, **LICENSEE** agrees to pay **LICENSOR** the license fee amount specified in Exhibit B for such Licensed Program. The license fees for each such Licensed Program as specified in Exhibit B shall be paid:

5.1.1. Fifty percent (50%) within thirty (30) days after delivery of the Licensed Program as provided in Paragraph 3.1; and

5.1.2. Fifty percent (50%) within thirty (30) days after acceptance of the Licensed Program as provided in Paragraph 4.

5.2. Payment Terms For Maintenance. The fees for Maintenance Service specified in Exhibit B are due and payable within

thirty (30) days of the date of each invoice therefor.

5.3. Currency. Unless otherwise agreed in writing by **LICENSOR**, all payments under this Agreement shall be made in United States Dollars at the **LICENSOR** office specified in Paragraph 16 (as the same may subsequently be changed in accordance with such Paragraph). All payments will be made in the form of a check or wire transfer.

5.4. Records. **LICENSEE** agrees to keep all usual and proper records and books of accounts and all usual and proper entries therein relating to sublicense of the Licensed Programs hereunder. Upon reasonable notice, **LICENSOR** or its duly appointed representative shall have the right to audit **LICENSEE's** manufacturing and shipment records related to the Licensed Programs for any period of time at any time. These examinations shall occur during normal business hours at **LICENSEE's** place of business and shall not occur more frequently than two times per year.

5.5. Administrative Service Charge. In addition to its other rights hereunder, including the right to terminate, **LICENSOR** shall charge, and **LICENSEE** agrees to pay, an administrative service charge of one and one-half percent (1.5%) of the unpaid amount of any invoice per month (or fraction thereof), but not to exceed the maximum rate permitted by applicable law, from the due date of the invoice until the date paid for any invoice not timely paid in accordance with the terms of this Agreement. This administrative service charge is intended to defray part of **LICENSOR's** costs in processing and handling late payments.

6. Warranty

6.1. Product Warranty. **LICENSOR** warrants that the Licensed Programs will perform substantially to the specifications referenced in paragraph 2 of Exhibit A at the time of delivery for a period of six (6) months following delivery and that the media used for delivery of the Licensed Programs and Documentation will be free from defects in materials and workmanship for a period of ninety (90) days following delivery.

6.2. Remedy. **LICENSOR** shall repair or replace, at its discretion, without charge at **LICENSOR's** facility all defective media used for delivery of the Licensed Programs and Documentation which are returned for inspection to such facility within ninety (90) days following shipment to the **LICENSEE**, provided that such inspection discloses that the defects are not the result of misuse, improper handling, negligence, accident or otherwise attributable to **LICENSEE's** acts or omissions.

6.3. Definition of Services. During the period of Warranty defined in Paragraph 6.1, **LICENSOR** shall provide to **LICENSEE** the Maintenance Services defined in Exhibit D.

6.4. Limitation. **EXCEPT AS PROVIDED IN THIS PARAGRAPH, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT.**

6.5. Fee for Service. Warranty service will be provided for one (1) **LICENSEE** site without additional charge except as provided in Exhibit D. Warranty service for more than one (1) **LICENSEE** site will be provided only upon terms and conditions to be agreed upon by **LICENSOR** and **LICENSEE**.

7. Maintenance

7.1. Definition of Maintenance Service. During any period of Maintenance Service for which **LICENSEE** has paid, **LICENSOR** will provide to **LICENSEE** the services defined in Exhibit D.

7.2. Period of Maintenance Service. By checking the applicable box on Exhibit B, **LICENSEE** may purchase Maintenance Service for the Licensed Programs for one (1) **LICENSEE** site for the first year following the end of the six (6) months warranty period specified in Paragraph 6.1 for the fees specified in Exhibit B. If, on the other hand, **LICENSEE** checks the box on Exhibit B to decline to order the first year of Maintenance Service at the time **LICENSEE** executes this Agreement (or otherwise fails, to check the applicable box to purchase such Maintenance Service), then, subject to acceptance in writing by **LICENSOR**, **LICENSEE** may subsequently purchase Maintenance Service for the Licensed Programs for fees to be quoted by **LICENSOR** at the time such Maintenance Service is ordered (which fees may vary from the fees set forth in Exhibit B). The minimum period for which **LICENSEE** may purchase Maintenance Service is one (1) year for one (1) site. Maintenance Service periods greater than one (1) year are available in one (1) year increments; Maintenance Service for more than one (1) site will be provided only upon terms and conditions to be agreed upon by **LICENSOR** and **LICENSEE**.

7.3. Renewal. Maintenance Service is renewable annually. **LICENSOR** will endeavor to notify **LICENSEE** two (2) months prior to the expiration of the warranty period or any then-current Maintenance Service period. Whether or not **LICENSOR** has so notified **LICENSEE**, at any time prior to or within thirty (30) days after the expiration date of the warranty period of any then current Maintenance Service period **LICENSEE** may renew the Maintenance Service for the ensuing year (commencing on such expiration date). If **LICENSEE** fails to renew the Maintenance Service within such period of time, any renewal order shall be subject to acceptance in writing by **LICENSOR**, and **LICENSEE** shall pay the applicable fees for Maintenance Service for the ensuing year plus, on a prorated basis, all fees that would have been payable from the day following the original expiration date to the date of renewal, and such fees shall be as quoted by **LICENSOR** at the time of **LICENSEE's** order (and may vary from the fees specified in Exhibit B).

8. Rights of Licensor

8.1. Rights Retained By Licensor. Nothing in this Agreement shall prohibit **LICENSOR** in any manner from using, developing, marketing, licensing or otherwise disposing of **LICENSOR's** Licensed Programs or concepts embodied therein anywhere in the world; nor shall anything herein be construed to grant to **LICENSEE** or any sublicensee any rights in or to any other present or future products of **LICENSOR** whether or not similar to Licensed Programs.

8.2. Proprietary Rights. All information and material, including but not limited to the Licensed Programs and Documentation, supplied by **LICENSOR** hereunder is owned by **LICENSOR** and/or its licensors and is proprietary in nature. **LICENSEE** (i) shall respect such claim of proprietary right, (ii) shall protect such information at least to the extent that it protects its own proprietary information, (iii) shall not use such information except for the purposes for which it is being made available under this Agreement, and (iv) shall not reproduce, print, disclose, or otherwise make said information available to any third party, in whole or in part, in whatever form, except for the purpose for which it is being made available as set forth in this Agreement.

8.3. Preservation of Notices. **LICENSOR** shall retain title and copyrights to the Licensed Programs, Documentation and related materials that are provided by **LICENSOR** to **LICENSEE**. The Source Form Licensed Programs and Documentation contain copyright notices, proprietary notices and restricted rights legends. **LICENSEE** shall retain all such notices on all copies thereof (whether full or partial), and **LICENSEE** agrees to reproduce and include in all copies (whether full or partial) of the Object Form Licensed Programs all such notices and legends contained in the Source Form Licensed Programs.

8.4. Rights Retained By Licensee. Nothing in this Agreement shall prohibit **LICENSEE** in any manner from using, developing, marketing, licensing or otherwise disposing of any software independently developed by **LICENSEE** or any third party. **LICENSEE** shall own all modifications made by it to the Licensed Programs, except for error corrections and feature enhancements to any Licensed Program, Documentation or related materials disclosed or suggested to **LICENSOR** in the course of training, warranty service or Maintenance Service provided by **LICENSOR**, which corrections and enhancements shall be owned by **LICENSOR**.

9. Confidentiality

9.1. **THE SOURCE FORM LICENSED PROGRAMS AND DOCUMENTATION THAT ARE THE SUBJECT OF THIS AGREEMENT ARE CONFIDENTIAL AND PROPRIETARY TO LICENSOR.** **LICENSEE** shall not Use, reproduce, duplicate, copy or otherwise disclose, distribute or disseminate any Source Form Licensed Program or Documentation or related materials or information provided under this Agreement or in the course of the training provided under this Agreement, in any form or media, other than as expressly provided for in this Agreement.

9.2. For purposes of this Agreement, "Confidential Information" of a party (the "Discloser") shall mean any information which is disclosed to the other party (the "Recipient") during the term of this Agreement that relates in any way to any Licensed Program and which (i) is in written, recorded, electronic, graphical or other tangible form and marked confidential and/or proprietary or with a similar legend or other notation denoting the confidential nature of the information or proprietary interest of the Discloser, (ii) is disclosed orally and is identified orally as confidential and/or proprietary at the time of disclosure and is identified as confidential or proprietary by the Discloser in a writing delivered to the Recipient prior to or within thirty (30) days after the time of disclosure, or (iii) the Recipient, exercising reasonable business judgment, should understand to be confidential and/or proprietary; and "Confidential Information" shall include all notes, memoranda, analyses, compilations, studies, and other documents and records prepared by or for the Recipient, which contain or otherwise reflect or are generated by using any Confidential Information. **LICENSOR** "Confidential Information" shall in all events include but not be limited to the Licensed Programs, Documentation and related materials. Notwithstanding the foregoing, "Confidential Information" shall not include any information which (a) is in the public domain at the time of disclosure or becomes public domain information other than through a breach of this Agreement, (b) has been lawfully

acquired by the Recipient from an Unrelated Party, (c) is already in the Recipient's possession from an Unrelated Party at the time of disclosure (as evidenced by the Recipient's business records), or (d) is demonstrated by the Recipient to have been independently developed by the Recipient. For purposes hereof, the term "Unrelated Party" shall mean a person who is not the Discloser, not an affiliate, employee or agent of the Discloser, and not a person known by the Recipient to be prohibited from disclosing the Confidential Information to the Recipient by any contractual, legal or fiduciary obligation.

9.3. The Recipient shall not use any of the Discloser's Confidential Information other than to carry out the purposes of this Agreement and as expressly permitted by this Agreement. The Recipient (i) shall treat the Discloser's Confidential Information as confidential and proprietary, using at a minimum the same degree of care as it uses for its own trade secrets, but in no event less than reasonable care; (ii) shall not disclose or afford access to any such Confidential Information to any person who has not executed a confidentiality agreement with the Recipient protecting such information, having terms no less stringent than those in this Agreement; (iii) shall not disclose or afford access to any such Confidential Information to any person who does not have a specific need to know such information for the purpose of this Agreement; and (iv) shall use its best efforts to ensure that such persons to whom the Recipient discloses or affords access to any such Confidential Information shall not disclose any such Confidential Information to any other person or use any such Confidential Information other than to carry out the purposes of this Agreement and as expressly permitted by this Agreement (and, in any event, shall be liable to the Discloser for any breach of the provisions of this clause (iv) of this Paragraph by any person to whom the Recipient discloses or affords access to any such Confidential Information); provided, however, that the Recipient may disclose Confidential Information as compelled by legal, judicial or administrative proceeding if the Recipient gives the Discloser reasonable prior notice to enable the Discloser to seek a protective order or other relief to prevent or limit disclosure of such Confidential Information and the Recipient cooperates with the Discloser in such effort.

10. Indemnification Against Infringement

10.1. Indemnity. **LICENSOR** represents and warrants that it has the sufficient right, title and interest in the Licensed Programs to enter into this Agreement. **LICENSOR** agrees, at its own expense, to defend **LICENSEE** and hold **LICENSEE** harmless against any suit, claim, or proceeding brought against **LICENSEE** alleging that any use of the Licensed Programs as delivered by **LICENSOR** infringes any patent, copyright or trademark or any trade secrets of any third parties, provided that **LICENSEE** (i) promptly notifies **LICENSOR** in writing of any such suit, claim or proceeding, (ii) allows **LICENSOR** at its expense, to direct the defense of such suit, claim, or proceeding, (iii) gives **LICENSOR** all information and assistance **LICENSOR** considers reasonably useful to defend such suit, claim or proceeding, and (iv) does not enter into any settlement of any such suit, claim or proceeding without **LICENSOR** written consent.

10.2. Remedies. Following written notice of a suit, claim or proceeding or a threat of suit, claim or proceeding requiring indemnification under Paragraph 10.1 above, **LICENSOR** shall, at its sole option, either (i) procure for **LICENSEE** the right to use the Licensed Programs as furnished hereunder, or (ii) replace or modify the Licensed Programs to make the same non-infringing, or if (i) or (ii) are not feasible, (iii) return to **LICENSEE** fees applicable to the infringing Licensed Program and to accept return of same Licensed Programs and related documentation without further liability of **LICENSOR**. If **LICENSOR** elects to replace or modify the Licensed Program, such replacement shall substantially meet the specifications for the Licensed Program as set forth in its Documentation.

10.3. Limitation. **LICENSOR** shall have no liability for any claim that **LICENSOR** lacks right, title and interest to the Licensed Programs or any claim of copyright or patent, if either is based on **LICENSEE's** modification or combination of the Licensed Programs with non-**LICENSOR** hardware or software, including the Designated Equipment, if such claim would have been avoided had the Licensed Program not been modified, combined or integrated with the Designated Equipment and/or non-**LICENSOR** software programs. **LICENSEE** agrees, at its own expense, to defend **LICENSOR** and hold it harmless against any suit, claim or proceeding arising under this Paragraph 10.3 provided that **LICENSOR** (i) promptly notifies **LICENSEE** in writing of any such suit, claim or proceeding, (ii) allows **LICENSEE**, at its expense, to direct the defense of such suit, claim, or proceeding, (iii) gives **LICENSEE** full information and assistance necessary to defend such suit, claim or proceeding, and (iv) does not enter into any settlement of any such suit, claim or proceeding without **LICENSEE's** consent.

11. Limitations of Liability

LICENSOR's aggregate liability to **LICENSEE** and its sublicensees under, arising out of or related to any provision of this Agreement, or at law or in equity (including without limitation pursuant to any claim for indemnification), or any transaction contemplated by this Agreement, shall be limited to the amount actually paid by **LICENSEE** to **LICENSOR** under this Agreement. **LICENSOR's** limitation of liability is cumulative with all of **LICENSOR's** payments to **LICENSEE** in satisfaction of **LICENSOR's** liabilities under this Agreement being aggregated to determine satisfaction of the limit.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. Indemnification

LICENSEE shall indemnify and defend **LICENSOR** and its affiliates and hold them harmless from and against any loss, claim, liability, expense (including without limitation reasonable attorneys' fees), or damage to persons or property arising out of or related to the use or possession of the Licensed Programs or any Documentation or related materials by **LICENSEE** or any of its sublicensees, provided that such loss, claim, expense or damage (i) is not the subject of indemnity by **LICENSOR** under Paragraph 10.1 or (ii) was not caused solely by the negligence of **LICENSOR** or of **LICENSOR** employees or representatives.

13. Termination

13.1. This Agreement shall terminate either:

13.1.1. Upon mutual agreement of the parties hereto; or

13.1.2. If either party commits a breach of any provision of this Agreement, the party committing the breach (the "defaulting party") shall be deemed in default and the other party (the "non-defaulting party") may terminate this Agreement, including all rights granted herein (and without liability on the part of the terminating party for terminating this Agreement, and without prejudice to the terminating party's other rights and remedies), upon thirty (30) days written notice to the defaulting party. Such termination shall become effective at the end of such thirty (30) day period (or such later date, if any, as may be expressly provided in such notice) unless the defaulting party shall cure all aspects of the default to the reasonable satisfaction of the non-defaulting party and so notify the non-defaulting party of the cure in writing within such thirty (30) day period; or

13.1.3. Without liability on the part of the terminating party for terminating this Agreement, and without prejudice to the terminating party's other rights and remedies, by either party by notice given at any time if at any time (i) the other party commences dissolution or liquidation proceedings or ceases to carry on its business, (ii) a receiver or similar officer is appointed for such other party and is not discharged within ninety (90) days, or (iii) such other party makes an assignment for the benefit of, or a composition with, its creditors, or another arrangement of similar import, or if proceedings under any bankruptcy or insolvency law are commenced against it and are not discontinued within ninety (90) days.

13.2. Certain Obligations Upon Termination. If this Agreement is terminated, **LICENSEE**, on the effective date of termination, shall immediately discontinue the Use of each Licensed Program and Documentation and related materials, and any and all parts thereof. Within five (5) days after the date of termination, **LICENSEE** shall deliver to **LICENSOR** every original copy and reproduction (in any form or media) of each Licensed Program and all Documentation and related materials and **LICENSOR** Confidential Information; provided that, notwithstanding the other terms of this Paragraph 13.2, **LICENSEE** may retain one (1) copy of the Licensed Programs for use solely in supporting its then-existing sublicensees (if there are any such sublicensees). In lieu of such delivery, if **LICENSOR** permits, every original copy and reproduction (in any form or media) of each Licensed Programs and all Documentation and related materials and other Confidential Information of **LICENSOR** shall be destroyed by **LICENSEE**, who shall then provide **LICENSOR** with written certification that **LICENSEE** has complied with this provision. Termination of this Agreement shall not abridge the right of continued use on the part of **LICENSEE**'s sublicensees who have rightfully received the Object Form of the Licensed Programs under a sublicense granted by **LICENSEE** as permitted by this Agreement; provided, however, that all further rights on the part of **LICENSEE** to use Source Form or Object Form, or to distribute or sublicense Licensed Programs shall be canceled upon termination. Termination of this Agreement shall also terminate the rights of all other persons, to whom **LICENSEE** has granted any right to sublicense under Paragraph 2, to grant additional sublicenses after the date of termination, and, upon such termination, **LICENSEE** shall promptly notify each such sublicensee accordingly.

13.3. Unpaid Amounts. Immediately upon termination, any earned but unpaid fees shall become immediately due and payable by **LICENSEE** to **LICENSOR**.

13.4. Unshipped Orders. Immediately upon termination, all unshipped orders may be canceled by either party without liability to either party.

13.5. Survival of Provisions. The following provisions shall survive any termination of this Agreement:

- Paragraph 5 Payment
- Paragraph 8 Rights of Licensor
- Paragraph 9 Confidentiality
- Paragraph 10 Indemnification Against Infringement
- Paragraph 11 Limitations of Liability
- Paragraph 12 Indemnification
- Paragraph 13 Termination
- Paragraph 14 Assignments
- Paragraph 15 Export Controls
- Paragraph 16 Notices
- Paragraph 17 General provisions

13.6. Term. The term of this Agreement shall be perpetual and shall not expire unless and until this Agreement is terminated in accordance with its provisions.

14. Assignments

The rights and obligations of **LICENSEE** under this Agreement may not be assigned or delegated (by operation of law or otherwise) by **LICENSEE** without the prior written consent of **LICENSOR** except for an assignment of this entire Agreement to an affiliate of **LICENSEE** that does not compete with **LICENSOR** and only if such assignment is incident to a transfer of the business that includes the Designated Equipment as specified in Exhibit A, and in all cases, any assignment may be made only upon ninety (90) days prior written notice to **LICENSOR** and shall be effective only upon the execution by the proposed assignee of an assignment agreement acceptable in form and substance to **LICENSOR**, which shall include without limitation the proposed assignee's assumption of and agreement to be bound by all of the terms and conditions of this Agreement and all amendments thereto. **LICENSOR's** rights and obligations under this Agreement may with notice to the **LICENSEE** be assigned and/or delegated by **LICENSOR** to any affiliate of **LICENSOR** or incident to the transfer of the business of **LICENSOR** to which this Agreement relates. **LICENSOR** may upon notice given at any time to **LICENSEE** assign its rights to receive fees and other monies hereunder. Subject to the limitations on assignment contained in the foregoing provisions of this Paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. Export Controls

The Licensed Programs are subject to United States Government export controls. **LICENSEE** agrees not to Use, export, import, re-export, transfer or otherwise dispose of the Licensed Programs except in compliance with United States and foreign government requirements.

16. Notices

Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed delivered when sent by registered or certified mail, return receipt requested (if being sent from within the USA to an address within the USA), or by confirmed facsimile transmission (regardless of the points of sending and receipt), or by overnight express courier (such as FedEx) marked for the earliest possible delivery (regardless of the points of sending and receipt), in each case addressed to the other party as set forth below, or to such other address as that party may have specified by prior notice to the other given in the manner herein provided:

LICENSEE:

Facsimile No.: _____

LICENSOR:

Facsimile No.: _____

If no address is given for **LICENSEE** in this Paragraph, then the principal office address of **LICENSEE** shall be the address for notices to **LICENSEE**.

17. General Provisions

17.1. Agreement Prevails. In the event that any provision of any purchase order, receipt, invoice, or other document issued by either party is inconsistent with the provisions of this Agreement, then the terms of this Agreement will prevail. In the event of a conflict in the provisions of the body of this Agreement and any exhibits or other attachments hereto, the provisions of the body of this Agreement shall govern.

17.2. Taxes. Fees shown in Exhibit B are exclusive of all sales, use and other taxes and all other governmental charges and assessments. Any tax **LICENSOR** may be required to collect or pay upon the transactions contemplated by this Agreement, other than taxes based on the income of **LICENSOR** and any foreign withholding taxes, shall be paid by **LICENSEE**, or in lieu thereof, **LICENSEE** shall provide a tax exemption certificate acceptable to the taxing authorities. On transactions occurring outside the United States, in whole or in part, all required import/export duties, license and other fees shall be payable by **LICENSEE** in addition to the stated payments to **LICENSOR**.

17.3. Shipping. Shipment will be made as specified in Exhibit A. In the absence of specific written instructions from **LICENSEE**, **LICENSOR** will select the carrier but shall not thereby assume any liability in connection with shipment, nor shall the carrier be construed to be the agent of **LICENSOR**. Title to all media used for delivery of machine readable items to be delivered hereunder shall pass to **LICENSEE** on an FOB basis, at **LICENSOR's** shipping point. The **LICENSEE** shall bear all risk of loss thereafter. All shipping and handling charges shall be paid by **LICENSEE**.

17.4. Force Majeure. Neither party shall be considered in breach or default under this Agreement for any delay or failure in performance (other than the payment of money) resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, labor conflicts, acts of war or civil disruption, act of terrorism, governmental regulations imposed after the fact, public utility failures, industry wide shortages of labor or material, or natural disaster.

17.5. Complete Agreement. This Agreement (including the exhibits attached hereto and referenced herein) contains the entire agreement between the parties with respect to the subject matter hereof. No other prior or contemporaneous agreements, representations, warranties, or other matters, oral or written, actually or purportedly agreed to or represented by or on behalf of either party by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties with respect to the subject matter hereof. The terms of this Agreement may be altered only in a writing signed by both parties, except as otherwise expressly set forth in this Agreement for changes to certain exhibits to this Agreement.

17.6. Waivers. The failure or delay of either party at any time to exercise any right under any provision of this Agreement shall not limit or operate as a waiver thereof, nor shall the single or partial exercise thereof preclude or limit any other or further exercise thereof, nor shall the waiver of any breach of any provision be a waiver of any other or further breach of any provision or a waiver of the provision itself or of any other provision of this Agreement.

17.7. Applicable Law and Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, excluding the conflict of laws principles thereof. Neither this Agreement nor any provision of this Agreement shall be construed against either party due to the fact that this Agreement or such provision was drafted by such party. In construing this Agreement, the headings shall not be considered part of this Agreement, but are for convenience of reference only. Wherever the context of this Agreement dictates, the plural shall be read as the singular and the singular as the plural.

17.8. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction not enforceable to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be modified by such court or arbitrator accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only

to the extent necessary to conform to the law.

17.9. Disputes. In the event any dispute arises under, in connection with or relating to this Agreement or any transaction contemplated thereby, whether to enforce any of the terms or conditions of this Agreement or otherwise, the prevailing party in any suit, arbitration or other proceedings shall, as an additional item of damages, recover its reasonable attorneys' fees and court costs, arbitration costs or costs of such other proceedings as may be fixed by any court, arbitrator or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award.

17.10. Arbitration. Any claim, controversy, or dispute of whatever nature arising out of or related to this Agreement or its formation shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to the Commercial Arbitration Rules ("Rules") of the AAA, except as modified herein. The arbitration shall be conducted by a single arbitrator chosen from a list of attorneys who are members of the AAA's large complex case panel and who are also knowledgeable in the area of software licensing and the software industry. If the parties cannot agree on an arbitrator within thirty (30) days from the filing of a demand for arbitration with the AAA, the arbitrator shall be chosen pursuant to Rule 13 of the Rules. The costs and administrative expenses of arbitration, including the arbitrator's fees, shall be shared equally by the parties. The arbitration shall be conducted in the City of Los Angeles, California. In rendering any award, the arbitrator shall apply and follow applicable principles of the substantive law of California. The parties shall be entitled to conduct full discovery as permitted by the California Discovery Act, C.C.P. § 2016 et seq., and any amendment thereto or successor statutes. The period for conducting and completing discovery shall be limited to three months from the date of the arbitrator's appointment. The arbitration shall be completed within six months from the date of the arbitrator's appointment. To the extent otherwise available under applicable law, either party may seek provisional relief from any court of competent jurisdiction as to any matter that is subject to arbitration under this Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for all judicial proceedings.

17.11. Provisional Relief. The parties agree that any breach of this Agreement by **LICENSEE** would result in irreparable harm to **LICENSOR**, the extent of which would be difficult and/or impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, **LICENSOR** shall be entitled to immediate equitable and other provisional relief, including without limitation specific performance of this Agreement and a temporary restraining order and/or preliminary and/or permanent injunction, as a remedy for such breach in addition to all other remedies available to **LICENSOR** at law or in equity and without prejudice to any such other remedies.

17.12. Further Acts. Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be requested by the other party and are reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

17.13. Counterparts. This Agreement or any amendment hereto may be executed in several counterparts and, as executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

17.14. Language. All amendments of this Agreement, notices and communications between the parties, and all material supplied under this Agreement by either party to the other shall be in the English language.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representative as of the date first above written.

LICENSEE:

LICENSOR:

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Attachments:

- Exhibit A - Licensed Programs
- Exhibit B - License and Maintenance Fees
- Exhibit C - Sample End User License Agreement
- Exhibit D - Maintenance Service
- Exhibit E - Licensor Action Request
- Exhibit F - Licensor Standard Rates

EXHIBIT A

Licensed Programs

1. Licensed Programs:

The Licensed Programs are:

Part No.	Options	Name	Version	Ship Date

If used above:

ARO" means "after receipt of order", which contemplates receipt of **LICENSEE's** purchase order and a fully signed Software License Agreement acceptable to **LICENSOR**.

"Latest" means the version that is the current Public Release.

"Beta" means a version that is not a Public Release.

2. Documentation:

The following documentation shall be supplied with each Licensed Program:

- Functional Specification
- Service Definition
- Portation Guide
- Training Manual
- Software Test Sample

3. Operating Environment (for **LICENSOR** reference purposes only)

Compiler: _____

Compiler Platform: _____

Runtime Processor: _____

Runtime Operating System: _____

4. Licensee's "Designated Equipment":

EXHIBIT B

License and Maintenance Fees

1. License and Maintenance Fees:

The license and maintenance fees for each of the Licensed Programs are:

Part No.	Options	Name	License Type	License Fee (1)	Maintenance Fee (Annual) (2)	Training (Hours)

The total license and maintenance fees are:

(1) Total License Fees: \$ _____
(2) Total Maintenance Fees (Annual): \$ _____

If Maintenance Services are requested for more than one (1) **LICENSEE** site, additional maintenance fees may be charged.

2. Maintenance Service: (check applicable box)

By checking this box, **LICENSEE** orders Maintenance Service for the Licensed Programs for the first year following the end of the applicable warranty period. **LICENSOR** will invoice **LICENSEE** for the applicable fees for such Maintenance Service (as specified above) at the appropriate time.

By checking this box, **LICENSEE** declines to order Maintenance Service for the Licensed Programs for the first year following the end of the applicable warranty period. **LICENSEE** may subsequently order Maintenance Service as provided in this Agreement, but the fees for such Maintenance Service will be as quoted by **LICENSOR** at the time such Maintenance Service is ordered and may vary from the fees set forth above.

3. License Type Definitions:

Single Use Buyout ("SUB") - License granted per terms of this Agreement to Use Source Form and distribute an unlimited number of copies of Object Form with the Designated Equipment as specified in Exhibit A. There is a one time fee with no per Object Form royalty due.

Development Use Buyout ("DUB") - License granted per terms of this Agreement to Use Source Form but does not grant right to distribute copies of Object Form. Up to two (2) copies of the Object Form may be created and Used in the **LICENSEE's** facilities for test purposes. There is a one time fee with no per Object Form royalty due.

4. Additional Designated Equipment (Applies to SUB licenses only):

LICENSEE shall be entitled to obtain additional SUB licenses for a Licensed Program on the following terms: (a) the license fee for the second SUB license will be 75% of the fee for the first license, (b) the license for the third SUB license will be 50% of the fee for the first license, (c) the license fee for the fourth SUB license will be 25% of the first license fee and (d) the license for all subsequent SUB licenses will be without additional charge. Additional fees may be due for maintenance and training.

EXHIBIT C

Sample End User License Agreement

This agreement grants a limited license to the Purchaser of Equipment ("**END USER LICENSEE**") to use object code embodied in the following Software or Firmware ("Licensed Program") solely in connection with the equipment listed. Installation and use of such equipment constitutes **END USER LICENSEE's** acceptance of the Terms and Conditions contained herein.

1. Definitions

1.1 "Licensed Program" shall refer to: _____

1.2 "Designated Equipment" shall refer to: _____

1.3 "Use" shall mean the copying or duplication of any portion of a Licensed Program from storage units or media into the equipment for processing or the utilization of any Licensed Program in the course of the operation of the Designated Equipment.

2. License Grant

Use of Object Licensed Program with Designated Equipment. **LICENSOR** hereby grants **END USER LICENSEE** a non-exclusive, non-transferable, except as provided in Paragraph 5, license to Use in machine readable form the Licensed Program solely on the Designated Equipment. No license is granted to Use any Licensed Program on any configuration of equipment which is different from or less than the configuration indicated in Paragraph 1.2.

3. Proprietary Rights

3.1 Proprietary rights. The Licensed Program is owned by **LICENSOR** and/or its licensors and is proprietary in nature. **END USER LICENSEE** shall respect such proprietary rights and shall not use such Licensed Program except for the purposes for which it is being made available as set forth in this agreement and shall not reproduce, print, sublicense, duplicate, reverse engineer, distribute, disclose, or otherwise make the Licensed Program available to any third party, in whole or in part, in whatever form.

3.2 Confidentiality. **END USER LICENSEE** shall take all actions required to maintain control of the Licensed Program including securing written records, agreements, and other reasonable measures with its employees and agents to satisfy its obligations under this agreement.

4. Limit of Liability

4.1 No Warranty. **LICENSOR AND ITS LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY LICENSED PROGRAM OR RELATED MATERIALS TO BE FURNISHED TO END USER LICENSEE.**

4.2 No Consequential Damages. In no event shall **LICENSOR** or its licensors be liable for any indirect, special or consequential damages in connection with or arising out of the existence, furnishing, failure to furnish, or use of any Licensed Program and/or related material and/or device.

4.3 Limitations. **LICENSOR** and its licensors shall have no liability for any claim of copyright or patent infringement based in (i) Use of other than a current unaltered release of the Licensed Program available from **LICENSOR** if such infringement would have been avoided by the use of such current unaltered release of the Licensed Program, or (ii) Use or combination of the Licensed Program with programs not supplied by **LICENSOR** and which Use or combination results in the infringement of any patent or copyright.

5. Transfer of License

This license may only be transferred in connection with the transfer of all of the Designated Equipment; provided all copies of the Licensed program are delivered to the transferee and no copies or related materials are retained by **END USER LICENSEE** and provided further that the transferee agrees to be bound by all the Terms and Conditions of this End User

License Agreement.

EXHIBIT D

Maintenance Service

Maintenance Service with respect to Licensed Programs entitles **LICENSEE** to receive Updates and Upgrades of the Licensed Programs, technical bulletins and Documentation Updates as they become Public Releases. Maintenance Service also entitles **LICENSEE** to receive telephone, FAX or e-mail technical support of **LICENSEE's** use of the Licensed Programs.

1. Error Corrections. **LICENSOR** shall use reasonable efforts to correct any documented reproducible program errors in a Source Form Licensed Program within a reasonable time, and to use due diligence to rectify such errors that have been notified in writing by **LICENSEE**; provided, however, that such program errors have not been introduced through modifications made by **LICENSEE**.

Such service, with respect to a given program error, will be provided after **LICENSOR** receives a request in writing from **LICENSEE** on **LICENSOR's** form of Action Request as set forth in Exhibit E. **LICENSOR** reserves the right, from time to time, to modify the form utilized for this purpose as may be reasonable and necessary and so shall notify **LICENSEE** in such event.

If **LICENSEE** reports a program error to **LICENSOR**, **LICENSEE** shall give **LICENSOR** reasonable access to the Designated Equipment, a copy of the Licensed Program as being used by **LICENSEE** and all relevant Documentation and records, and shall provide all reasonable assistance as **LICENSOR** may request, including without limitation sample output and other diagnostic information to assist **LICENSOR** in providing the Maintenance Service.

Three classes of program errors are provided for, and **LICENSOR** shall respond under this Agreement as follows:

1.1. **CRITICAL.** Program errors that cause software crashes, or similar events. The maximum time from notification to initiation of **LICENSOR** response shall be one (1) business day.

1.2. **MODERATE.** Program errors that do not cause software crashes or for which a work-around is possible. The maximum time from notification to initiation of **LICENSOR** response shall be less than fifteen (15) business days.

1.3. **NON-CRITICAL.** Program Documentation errors. The maximum time from notification to initiation of **LICENSOR** response shall be less than sixty (60) business days.

2. Product Update. For every error found by **LICENSEE**, and properly reported to **LICENSOR**, or found by **LICENSOR** in a Source Form Licensed Program, **LICENSOR** will undertake to:

2.1. Incorporate an error correction in the next Public Release of that specified Licensed Program which initially contained the error; and

2.2. Supply **LICENSEE**, subject to the applicable warranty or maintenance provisions of this Agreement, the latest Public Release of the Licensed Program containing such error correction no later than four (4) calendar months after the program error has been reported to or by **LICENSOR**.

3. Product Upgrade. Should **LICENSOR** make any Upgrade of a Licensed Program, **LICENSOR** will undertake to:

3.1. Inform **LICENSEE** of any such Upgrade; and

3.2. Supply **LICENSEE**, subject to the applicable warranty or maintenance provisions of this Agreement, the latest Public Release of the Licensed Program containing such Upgrade.

4. Licensor's Support To Licensee Exclusively. **LICENSEE** shall be solely responsible for directly supporting and providing maintenance of all or any part of the Licensed Programs and documentation as provided to **LICENSEE's** customers. **LICENSOR** shall have no obligation to provide any direct consultation or maintenance support to **LICENSEE's** customers with respect to all or any part of the Licensed Programs or other subject matter of this Agreement.

5. License Grants to Updates or Upgrades. Any rights and obligations of **LICENSEE** as to Source Form and Object Form of the Licensed Programs and Documentation shall extend to any Updates or Upgrades thereof upon delivery thereof by **LICENSOR** to **LICENSEE**. **LICENSOR** shall have no responsibility under this Agreement to correct any alleged error if

LICENSEE fails to incorporate any Update or Upgrade of a Licensed Program that **LICENSOR** has provided to **LICENSEE**.

6. Limitations. If **LICENSOR** is requested, pursuant to the applicable warranty or maintenance provisions of this Agreement, to correct an error and such error is found to be caused by **LICENSEE's** negligence, modification by **LICENSEE**, **LICENSEE** supplied data, operator error or misuse, or any other cause not inherent in the Source Form Licensed Programs, **LICENSEE** agrees to pay for such support services on a time and material basis at **LICENSOR's** then prevailing standard rates, as specified in Exhibit F, when invoiced by **LICENSOR**. Under no circumstances does **LICENSOR** warrant or represent that every error can or will be corrected.

EXHIBIT E

Licensors Action Request

Licensee Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Best Time to contact: _____

Date Problem Observed: _____ Date Problem Reported: _____

Requested priority: Critical ___ Moderate ___ Non-critical ___

Product Name: _____

Product Part No.: _____ Product Version: _____

Describe Configuration: _____

Describe Problem: _____

Describe Attached Materials: _____

Date Received: _____ Date Closed: _____ Report Number: _____

EXHIBIT F

Licensors Standard Rates

These rates are referenced in Paragraph 6 of Exhibit D to this Agreement.

1. **LICENSOR's** standard rates at the date of this Agreement are:

Personnel Class	Hourly Rate
Principal	\$ ____ .00
Senior MTS	\$ ____ .00
MTS	\$ ____ .00
Associate MTS	\$ ____ .00
Technician	\$ ____ .00
Staff	\$ ____ .00

MTS = Member of Technical Staff

2. Personnel Class Definitions.

Staff	An employee who performs mainly non-professional, clerical work (e.g., documentation, filing, shipping, etc.).
Technician	An employee involved in non-professional, technical activities (e.g., setting up of test equipment, repair submodules, assisting in debugging and testing, creating test submodules, etc.)
Associate MTS	Typically an employee with a professional degree (e.g., BS or MS) but minimal work experience, whose work requires detailed supervision.
MTS	Typically an employee with a professional degree and 1-4 years of work experience who is able to produce basic software modules to specifications and test them independently.
Senior MTS	An MTS with at least five years experience who is able to manage a complete project from inception to completion with minimal management direction.
Principal	A senior architect who participates in the design of the overall Licensor software architecture, and has a full visibility of the complete product line.

In addition to payment for personnel services, **LICENSOR** will be reimbursed for all reasonable expenses including, but not limited to: approved travel, shipping, supplies and rental equipment.

These rates are subject to change at the sole option of Licensor.