SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made as of February 24, 2012 (the "Effective Date") between SegFault Software, an individual with an address at 25 Golden Square, London, Greater London W1F 9LS ("Party-1"), and Hilton's Academy for the Morally Upright ("Party-2").

This Agreement describes Party-2's purchase of Services and Deliverables from Party-1.  
  
Party-1 and Party-2 therefore agree as follows:  
  
1. DEFINITIONS.    
  
(a) "*Deliverables*" means the deliverables Party-1 provides to Party-2 as described in this Agreement.  
  
(b) "*Government Authority*" means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of the United States of America or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.  
  
(c) "*Law*" means all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any Government Authority.  
  
(d) "*Services*" means the services Party-1 provides to Party-2 as described in this Agreement.  
  
(e) "*Software Deliverables*" means the software described in this Agreement.  
  
2. SERVICES.  Party-1 agrees to provide the following Services: analysis of your needs by SegFault analysts, phone support for 2 years after the product has been delivered, initial installation and configuration of Language and Roles software  
  
3. DELIVERABLES.  Including the Software Deliverables described below, Party-1 agrees to provide the following Deliverables: Language and Roles, 1 (one) print copy of all documentation, 1 (one) digital copy of all documentation in PDF format  
  
4. SOFTWARE DELIVERABLES.  
  
(a) License Grant.  Party-1 grants Party-2 a perpetual, non-exclusive, non-transferable, and non-sublicenseable license to use the Software Deliverables for Party-2's internal business purposes. This license survives the Agreement, but may be terminated in the same way described in the provision entitled "Termination for Breach" in this Agreement. This license may only be exercised in the following territory: United Kingdom   
  
(b) License Type.  All Party-2 employees may exercise the Software Deliverables license.    
  
(c) Location.  Subject to any license grant requirements, Party-2 may install and use the Software Deliverables on any computer system(s) or central processing unit(s) selected by Party-2 from time to time.    
  
(d) Copies.  Party-2 may make one (1) copy of each of the Software Deliverables for testing, backup or archival purposes and not for production use.  In making copies of the Software Deliverables, Party-2 may not remove any copyright or other proprietary rights notices contained in or placed upon the Software Deliverables by Party-1.  
  
(e) Restrictions.  Party-2 may not (except if expressly authorized to do so elsewhere in this Agreement): (a) reproduce, publicly display, publicly perform, distribute, or create derivative works from the Software Deliverables; (b) provide third parties with access to the Software Deliverables under a service bureau, time sharing, or other arrangement; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive or access any of the Software Deliverables' source code and/or human readable embodiment.  
  
  
5. ESCROW.  "Escrow Agent" means the third party escrow agent mutually agreed to by the parties in writing.  
  
(a) Escrow Agreement.  The parties agree to select an Escrow Agent.  Party-1 must keep the escrow updated to reflect the version of the Software Deliverables used by Party-2.   The parties further agree to select and execute one of the Escrow Agent's escrow agreements that the Escrow Agent makes generally available to its escrow customers.   The escrow agreement must contain the following release conditions:  
  
(i) Support Failure.  If Party-1 fails to perform its warranty, maintenance or support contractual obligations after receipt of notice and at least thirty (30) days to cure such failure;   
  
(ii) Insolvency.  If Party-1 becomes bankrupt or insolvent;  
  
(b) Escrow Items.  Party-1 agrees to place in escrow for Party-2:  
  
(i) Source Code.  At least one (1) copy of the source code for the Software Deliverables on a computer-readable magnetic medium and a human-readable listing of such source code;   
  
(ii) Documentation.  Two (2) copies of the documentation that Party-1 ordinarily provides to licensees of the Software Deliverables; and  
  
(iii) Technical Documentation.  Technical documentation, program specifications, and any other documentation necessary to enable a reasonably skilled computer programmer to modify, customize, and create derivative works based on the Software Deliverables.  
  
(c) Escrow Release Usage.  Party-2 may reproduce and prepare derivative works of any source code released from escrow and otherwise use such source code to maintain the Software Deliverables, limited to allowing Party-2 to exercise its license to the Deliverables under this Agreement.  
  
6. DEADLINE.  The Services and Deliverables will be provided by April 26, 2012  
  
7. OWNERSHIP, TITLE AND RISK OF LOSS.  Ownership of, title to, and risk of loss for the Deliverables passes to Party-2 upon Party-2's receipt at its designated facility for delivery.  However, ownership, title and risk of loss for the Software Deliverables applies to the copy only and does not extend to the intellectual property and other proprietary rights in the Software Deliverables.  Additionally, if any Software Deliverables are downloaded, ownership of, title to, and risk of loss passes to Party-2 upon Party-2's complete download of the Software Deliverables.  
  
8. FEES. Except as expressly stated in this Agreement, there are no additional fees, charges or expenses incurred.  In consideration for Party-1 performing all obligations under this Agreement, Party-2 agrees to pay Party-1 a flat fee of: 4995 GBP Party-1 shall invoice Party-2 for the entire overall flat fee in this Agreement on the date the Deliverables are received by Party-2.      Party-2 agrees to reimburse Party-1 for travel, materials and supplies and other reasonable out-of-pocket expenses incurred under this Agreement if: (a) Party-2 pre-approves the expenses in writing; and (b) Party-1 Personnel submit receipts and other appropriate documentation substantiating the expenses, including an itemized expense statement included with Party-1's invoice.  
  
9. INVOICES AND TAXES.  Party-2 agrees to pay to Party-1 all fees owed under this Agreement within thirty (30) days after the date of Party-2's receipt of a complete invoice.  A complete invoice is one that contains the invoice number, invoice date, description of the transaction, total invoice amount with miscellaneous charges listed separately and payment terms consistent with and not additional to any provisions under this Agreement. To the extent that the transactions under this Agreement are subject to any sales, use, value added or any other taxes, payment of these taxes, if any, is Party-2's responsibility. Party-1 is liable for any and all taxes on any and all income it receives under this Agreement.  
  
10. WARRANTIES.  
  
(a) Mutual Warranties.  Each party represents, warrants and covenants to the other that:  
  
(i) General.  It: (a) is a company duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization; (b) is qualified or licensed to do business and in good standing in every jurisdiction where qualification or licensing is required; and (c) has the corporate power and authority to negotiate, execute, deliver and perform its obligations under this Agreement.  
  
(ii) Law Compliance.  It complies with all applicable Laws.  
  
(b) Warranties by Party-2.  Party-2 represents, warrants and covenants to Party-1 that:  
  
(i) Warranty Length.  For a period of thirty (30) days after receipt, the Services and Deliverables conform to the requirements of this Agreement, are free from any defect in material and workmanship, and are free of all liens, claims and encumbrances of any kind.  
  
(ii) Infringement.  The Services and Deliverables do not violate any patent, trade secret, or other intellectual property or proprietary rights of any third party, and as of the Effective Date.  
  
(iii) No Litigation.  There is no actual or threatened litigation: (a) that affects its ability to comply with this Agreement, or (b) concerning the Services or Deliverables.  
  
(iv) Services Performance.  The Services are performed in a professional and competent manner, conforming to generally accepted standards applicable to services provided by nationally recognized firms specializing in the area of Services provided under this Agreement. Each of the individuals assigned to provide any Services under this Agreement have the proper skill, training, and background to provide the Services.  
  
(c) Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PARTY-1 AND PARTY-2 EACH MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OR COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
  
11. LIMITATION OF LIABILITY.  THIS LIMITATION OF LIABILITY PROVISION APPLIES IN THE AGGREGATE AND NOT ON A PER CLAIM BASIS, WHETHER ANY DAMAGES ARE CHARACTERIZED IN TORT, NEGLIGENCE, CONTRACT, OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT A PARTY'S LIABILITY FOR GROSS NEGLIGENCE, INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY REQUIREMENTS, INTENTIONAL MISCONDUCT, INTENTIONAL TORTS AND INTENTIONAL VIOLATIONS OF LAW. NEITHER PARTY IS LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT.  EACH PARTY'S LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID, DUE AND PAYABLE UNDER THIS AGREEMENT.  
  
12. INDEMNIFICATION. The term "*Claim*" means any claim, suit or action by any third party, and the term "*Losses*" means any damages awarded and fines assessed in any Claim by a court of competent jurisdiction or pursuant to an arbitration proceeding, any amounts due under Claim settlement, and any other costs or expenses incurred in complying with any injunctive or equitable relief or any settlement requirements.  
  
(a) Party Indemnification.  
  
  
  
(ii) Indemnification by Party-2. Upon receipt of notice from Party-1 requesting Party-2 to do so, Party-2 agrees to indemnify, defend, and hold harmless Party-1 and its affiliates, subsidiaries, shareholders, members, directors, officers, employees, agents, and parents, from and against any Claim, and any associated Losses to the extent caused by: (a) violation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right to the extent caused by Party-2's internally created specifications or Party-2's use of the Services or Deliverables; (b) bodily illness and injury, death, tangible property damage and theft, to the extent caused by Party-2's negligent or wilful acts or omissions; or (c) Party-2's breach of this Agreement.   
  
(b) Indemnification Procedures. The term "indemnifying party" means the party assuming indemnification obligations under this Agreement, and the term "indemnified party" means all parties, including any third parties, which the indemnifying party agrees to indemnify under this Agreement.  
  
(i) Notice. The indemnified party must give the indemnifying party prompt written notice of a Claim, provided, however, that failure of an indemnified party to give prompt written notice does not relieve the indemnifying party from its indemnification obligations under this Agreement except to the extent the defence is materially prejudiced by the failure. When the indemnifying party receives notice of a Claim from an indemnified party, the indemnifying party agrees, at its sole cost and expense, to assume the defence of the Claim by representatives chosen by the indemnifying party. The indemnified party may participate in the defence of the Claim and employ counsel at its own expense to assist in the defence of the Claim, subject to the indemnifying party retaining final authority and control over the conduct of the defence.   
  
(ii) Conduct of Defence. The indemnifying party's defence attorneys must be reasonably experienced and qualified in the areas of litigation applicable to the defence. The indemnifying party has the right to assert any defences, causes of action or counterclaims arising from the subject of the Claim available to the indemnified party and also has the right to settle the Claim, subject to the indemnified party's prior written consent to the extent the settlement affects the rights or obligations of the indemnified party. The indemnified party agrees to provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, as may be reasonably requested by the indemnifying party in connection with any defence, including, without limitation, providing the indemnifying party with information, documents, records and reasonable access to the indemnified party as the indemnifying party reasonably deems necessary.  
  
  
13. TERM AND TERMINATION.  
  
(a) Term. The term of this Agreement (together with any renewals, the "Term") begins on the Effective Date and expires 2 years later.  Any renewal term shall be mutually agreed to by the parties in writing.   
  
(b) Survival.  The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Disclaimer", "Limitation of Liability", "Indemnification", "Survival" and "General", as well as any other provisions expressly stating that they are perpetual or survive this Agreement.   
  
(c) Termination for Insolvency. If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "Event of Bankruptcy"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.  
  
(d) Termination for Breach.  If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.   
  
14. FORCE MAJEURE.   Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (each, a "Force Majeure Event"). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.  
  
15. GENERAL. Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties. Independent Contractors, Third Party Beneficiaries, and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Both parties are free to subcontract their obligations under this Agreement. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own. Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the Laws of England, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in the United Kingdom, regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Assignment. This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by either party in whole or in part without the prior written consent of the other party. Any transfer, assignment, delegation or sublicense by a party without the other party's prior written consent is invalid. No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive. Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions. Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.  
  
IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.  
  
PARTY-1   
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
PARTY-2  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_