

LICENSE AGREEMENT

This License Agreement is made and is effective as of the date on which Customer downloads or first uses the Software (the "Effective Date"), by and between Comindware Ltd. ("Comindware"), a British Virgin Islands company, and you ("Customer") (referred to herein collectively as the "Parties" and individually as a "Party").

1. DEFINITIONS

Certain capitalized terms, if not otherwise defined in this Agreement, shall have the meanings set forth below:

1.1 "Agreement" means these general terms and conditions.

1.2 "Documentation" means all user manuals and user documentation associated with the Software that is made available to Customer by Comindware pursuant to the terms of this Agreement.

1.3 "Intellectual Property Rights" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names and service marks (including without limitation applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

1.4 "License" means licenses for Production Use and Non-Production Use provided by Comindware to Customer pursuant to this Agreement.

1.5 "Non-Production Use" means any use other than the Production Use.

1.6 "Products" Means the Software.

1.7 "Production Use" means any live or production use, or any direct or indirect use of the Software which is in live or production use or serving its final or intended or revenue-generating purpose.

1.8 "Services" means the services provided by Comindware to Customer pursuant to this Agreement.

1.9 "Software" means the object code version and the source code version of the software components identified by Comindware as for Education use and/or as for Internal use on the Comindware website and in the Documentation that Customer downloads or uses, and/or which Customer previously downloaded in accordance with a prior License Agreement. The term "Software" does not include, without limitation, any patches, updates, improvements, additions, enhancements and other modifications that may subsequently be made available to Customer pursuant to the terms of this Agreement.

1.10 "Supported Platform" means an operating system listed on the Comindware website (at www.comindware.com) and in the Documentation as one with which the Software is compatible.

1.11 "Source" form ("Source code version") shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

1.12 "Object" form ("Object code version") shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

1.13 “Education use” means any Software and Services use solely for purposes directly related to learning, training, research or development. Such Software, web-based products and web/cloud-based services can’t be used for commercial, professional or any other for-profit purposes.

1.14 “Internal use” means usage of Software by Customer ‘s employees in the Customer company, a subsidiaries of the Customer Company, the Customer Company's branches according to this Agreement.

2. INTELLECTUAL PROPERTY RIGHTS; LICENSE

2.1 Software License. Subject to the terms of this Agreement, Comindware hereby grants to Customer a worldwide, limited, non-exclusive and non-transferable license: (a) to use only for its Internal use or for Education use of the object code version and the source code version of the Software solely for Customer’s Production Use or Non-Production Use with no right to sublicense, to sell, to offer to sell, to import, or otherwise offer and transfer the Software or an any part of the Software; and (b) to use the Documentation solely in connection with the use of the Software as authorized above. Customer may make a reasonable number of copies of the Documentation for its internal use.

2.2 License Limitations. Except to the extent specifically permitted by Section 2.1, Customer may not (i) reproduce, modify, translate, sell, offer to sell, import, or compile, decompile and create derivative works of all or any part of the Products; (ii) rent, lease, loan or otherwise distribute the Products on a stand-alone basis to any third party or otherwise allow a third party to use the Products on a stand-alone basis; (iii) use the Products for timesharing, subscription service, hosting, or outsourcing; or (iv) use the Software to provide a service offering to any third party. Customer may not sublicense any of its license rights to the Products (including without limitation the right to sublicense the Products to customers of Customer or other third parties). The Software may only be used with the Supported Platforms.

2.3 No Maintenance or Support. Comindware is not under any obligation to provide updates or upgrades to the Products under the terms of this Agreement. Comindware will not provide any maintenance and/or support services for Customer, unless specifically agreed in a separate agreement between the Parties. Comindware invites Customer to find subsequent versions of the Software at comindware.com.

2.4 No Professional Services. Comindware will not perform any specific development, training or integration services for Customer under the terms and conditions of this Agreement.

2.5 Title; Ownership. Comindware owns and retains all right, title and interest, including without limitation Intellectual Property Rights, in and to the Products and Comindware Confidential Information. All rights not expressly granted under this Agreement by Comindware are hereby reserved by Comindware.

3. CONFIDENTIALITY

3.1 Definition. The term “Confidential Information” means information that is of a confidential, proprietary, or trade secret nature and is furnished or disclosed by one Party (the “Discloser”) to the other Party (the “Recipient”) under this Agreement (including information exchanged in contemplation of entering into this Agreement) that is: (a) marked as confidential; (b) if orally or visually disclosed, identified as confidential upon disclosure; or (c) due to its character, nature, or

method of transmittal, information that a reasonable person under like circumstances would treat as confidential.

3.2 Protection of Confidential Information. Each Party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other Party in connection with this Agreement which shall remain the property of the Discloser. Each Party agrees that Confidential Information received from the other Party: (a) will only be used as necessary to achieve the purposes and objectives of this Agreement; (b) will not be disclosed to any third party without prior written approval of Discloser; (c) may only be disclosed within the receiving organization on a "need-to-know" basis to persons who have been advised of the existence of this Agreement and agree to be bound by its terms; and (d) will be treated with at least the same degree of care as Recipient treats its own Confidential Information, but in no event with less than a reasonable degree of care. Furthermore, Recipient agrees that it will not, and will not permit a third party to, (i) copy, decompile, reverse engineer, disassemble or create derivative works any Confidential Information except as specifically permitted under this Agreement or otherwise with the advance written consent of Discloser or (ii) alter, remove, or suppress any copyright, trademark, confidentiality, or other proprietary notices, marks or any legends placed, included, affixed, embedded or otherwise appearing in or on any Confidential Information, Software or Documentation or any related material; or fail to ensure that all such notices and legends appear on all full or partial copies of the Confidential Information, Software, Documentation or any related material. Recipient will notify Discloser promptly of any unauthorized use or disclosure of Confidential Information and cooperate with and assist Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure.

3.3 Exceptions. "Confidential Information" will not include information that: (i) is or becomes known to the public without breach of this Agreement by Recipient; (ii) is already known to or in the possession of Recipient at the time of disclosure; (iii) is independently developed by or for Recipient as evidenced by Recipient's own files and records; (iv) is rightfully obtained by Recipient from a third party that was lawfully in possession of the information and had the right to disclose the same; or (v) the Parties mutually agree in writing to release from the terms of this Agreement. Confidential information will not be deemed to be publicly known merely because all or a portion of such information is embodied in general disclosures or because individual features and/or components (or the combination of such features and components) are or become known to the public.

3.4 Exclusions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or the requirements of the Securities and Exchange Commission ("SEC") pursuant to the rules and regulations promulgated by the SEC, as well as to the New York Stock Exchange and any other regulator charged with the administration, oversight or enforcement of regulations applicable to any business conducted by Comindware, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order or otherwise maintain the confidentiality of the information to be disclosed; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

4. WARRANTY THE PRODUCTS, AND ANY OTHER MATERIALS AND/OR SERVICES PROVIDED BY COMINDWARE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND COMINDWARE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUIET ENJOYMENT, ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY COMINDWARE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. COMINDWARE DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated as contemplated by the terms of this Agreement.

5.2 Automatic Termination. This Agreement automatically and immediately terminates, without a requirement of notice: (a) on the date Customer brings a patent claim against Comindware or its licensors over patents that Customer claims are infringed by the Software; (b) when changes in applicable federal, state and local laws, regulations, ordinances and codes (including identifying and procuring required permits, licenses, approvals, and other consents) (collectively, "Laws") that conflict with the terms of this Agreement go into effect; (c) when Customer downloads or uses a subsequent version of the Software; or (d) immediately if a Party is in breach of any material obligation under the Agreement.

5.3 Effect of Termination/Expiration. If this Agreement is terminated by either Party, then Comindware will have no further responsibility or liability hereunder as of the effective date of termination. Upon the termination of this Agreement any License rights granted by Comindware will immediately terminate and each Party shall return or destroy all Confidential Information of the other Party in its possession.

6. INDEMNITY

6.1 Customer Indemnification. Customer will, at its expense, indemnify and defend against and pay any judgment against Comindware arising out of any claims by a third party of infringement, misappropriation and/or violation of any copyright, patent or other Intellectual Property Right arising out of or related to (i) modifications of the Products made by Customer or any third party other than Comindware; (ii) use of the Products in combination with other software or equipment; (iii) Customer's failure to use any new or corrected versions of the Products made available by Comindware; or (iv) use of the Products in a manner inconsistent with the Documentation or not permitted by this Agreement.

6.2 Settlement. Comindware shall have the right to approve in Comindware's sole discretion, any settlement (or portion thereof) that is not a monetary settlement, including settlements involving injunctive relief. Comindware may observe the proceeding and confer with the Customer at its own expense.

7. LIMIT OF LIABILITY

7.1 Limitation of Liability. If Customer should become entitled to claim damages from Comindware (including for breach of contract, breach of warranty, negligence or other tort claim), Comindware

will be liable only for the amount of Customer's actual direct damages, not to exceed (in the aggregate for all claims) fifty dollars (US\$50.00).

7.2 Consequential Damages. EXCEPT WITH RESPECT TO (A) BREACHES OF CUSTOMER'S OBLIGATIONS SET FORTH IN SECTION 3 (CONFIDENTIALITY) AND SECTION 9 (INDEMNITY); AND (B) DAMAGES ATTRIBUTABLE TO CUSTOMER'S MISAPPROPRIATION, VIOLATION OR INFRINGEMENT OF COMINDWARE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOST REVENUE, LOST SAVINGS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR COMINDWARE'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 The limitations of liability set forth in this Section 7 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement.

8. LAWS AND DISPUTE RESOLUTION

8.1 Choice of Law. This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction. This Agreement will not be subject to (a) the United Nations Convention on Contracts for the International Sale of Goods; or (b) any version of the Uniform Computer Information Transactions Act (UCITA) as it is, or may be, adopted in any state. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Fairfax County, Virginia.

8.2 Court Proceedings. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Fairfax County, Virginia, solely for the purpose of adjudicating any action to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for injunctive or equitable relief.

8.3 Informal Dispute Resolution. At the written request of either Party, the Parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 8.2. Each Party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the Parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings, for the resolution of the dispute may not be commenced until the earlier of: (a) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (b) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a Party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for injunctive or equitable relief.

8.4 Arbitration. Except for any action to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for injunctive or equitable relief, any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Washington, DC. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party.

8.5 Compliance with Laws. Each Party, at its sole expense, will perform its obligations and exercise its rights in a manner that complies with laws. If a charge is made that a Party is not complying with any such laws, such Party will promptly notify the other Party of such charges in writing. Each Party will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Confidential Information, including without limitation the Export Administration Act (EAA), the Export Administration Regulations (EAR), the International Emergency Economic Powers Act (IEEPA), the antiboycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control and the Foreign Corrupt Practices Act. Each Party will, at its sole cost and expense, obtain and maintain in effect all permits, licenses, approvals and other consents related to its obligations under this Agreement. Without limiting the foregoing, Customer will be required to obtain all permits, licenses and other consents necessary for the development and distribution of the Products contemplated by any Order. If Customer violates this Section 8.5, Comindware may terminate this Agreement upon notice.

8.6 Limitation of Actions. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action, except that (a) proceedings related to violation of a Party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (b) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

8.7 Prevailing Party. In the event a dispute arising under this Agreement results in litigation, the non-prevailing Party will pay the reasonable costs and attorneys' fees of the prevailing Party.

9. GENERAL

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both Parties.

9.2 Assignment. Customer may not assign or otherwise transfer any right or obligation set forth in this Agreement (whether by operation of law or otherwise) without Comindware's prior written consent. Any purported assignment in violation of the preceding sentence will be void. Comindware may assign all or part of its rights or obligations set forth in this Agreement (whether by operation of

law or otherwise) and all sums due or to become due pursuant to this Agreement for any reason. This Agreement will be binding upon the Parties' respective successors and permitted assigns.

9.3 Notice. To the extent any legal notice or other communication is required or permitted to be made or given by either Party pursuant to this Agreement, the notifying Party will provide notice by some reasonable means. Such notice will be in writing, in English. Customer consents to receive communications from Comindware electronically. Comindware may communicate with Customer by e-mail or posting notices on the Comindware web site. Customer agrees that all agreements, notices, disclosures and other communications that Comindware provides to it electronically satisfy any legal requirement that such communications be in writing.

9.4 Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

9.5 No Waiver. No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.

9.6 Third Parties. This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement.

9.7 Marketing. Customer grants Comindware the right to (a) identify Customer as a Comindware Customer, and (b) with the prior approval in writing by Customer, which shall not be unreasonably withheld, use Customer's name, mark and/or logo on Comindware's website and/or in Comindware marketing materials.

9.8 Excusable Delay. Except for the obligations related to Confidential Information, License rights and restrictions, and payment, neither Party is responsible for any failure to comply with the terms of this Agreement or any Order where the failure or delay is due to causes beyond the reasonable control of the Party.

9.9 Independent Relationship. The relationship established by this Agreement is solely that of licensor and licensee, and each Party will act at all times as an independent party for its own account. Neither Party may represent or hold itself out as an agent or representative of the other. Neither Party has any authority to, and is expressly prohibited from, creating or assuming any obligation on behalf of the other, and from otherwise making or extending any representation, warranty, guarantee or other commitment for or on behalf of the other.

9.10 Survival of Certain Provisions. Any provisions of this Agreement that by their nature are intended to survive any expiration or termination will survive expiration or termination of this Agreement for any reason.

9.11 Injunctive Relief. Each Party acknowledges that (a) a breach by one Party of its obligations under this Agreement with respect to the Confidential Information or Intellectual Property Rights of the other Party, or (b) a violation by Customer of any License use requirements and restrictions

imposed on such Party under this Agreement could cause irreparable harm and significant injury to the other Party that may be difficult to ascertain. Accordingly, each Party agrees that the other Party will have the right to seek and obtain immediate injunctive relief from such a breach or threatened breach of this Agreement, in addition to any other rights and remedies it may have, without requirement to post any bond. Such remedy will not be deemed to be the non-breaching Party's exclusive remedy but will be in addition to any and all other remedies available to the non-breaching Party at law or equity.

9.12 Remedies Cumulative. Except where expressly provided otherwise, all remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under the Agreement, at law, or in equity.

9.13 U.S. Government End-Users. Each of the components that constitute the Licensed Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Application with only those rights set forth herein.