

**EDGE INFORMATION GROUP, INC.
EDGE PORTFOLIO ANALYZER
INTERNATIONAL SITE LICENSE AGREEMENT**

Licensor:

Licensee:

EDGE INFORMATION GROUP, INC.

479 Business Center Drive; Ste. 115

Mt. Prospect, Illinois, U.S.A. 60056-6037

telephone: 1-847-297-2020

facsimile: 1-847-297-2027

e-mail: mhaupt@edge-information.com

telephone: _____

facsimile: _____

e-mail: _____

EFFECTIVE DATE: _____	<u>Designated Site(s)¹</u>	<u>Quantity</u>	<u>License Fee²</u>	<u>Total Fee</u>
	Basic Site	_____	US\$ 29,500	US\$ _____
	DSLO Site(s) ³	_____	US\$ 22,500	US\$ _____
			TOTAL:	US\$ _____

¹ Basic Site License available for a primary business location identified by a single address, such as a single building or campus location, as listed on the attached Schedule A;

² The fee for the Basic Site License is US\$ 29,500; the fee each additional Distributed Site License Option is US\$ 22,500.00.

³ Distributed Site License Option available for each additional site location within the same organization identified by a single address, as further listed on the attached Schedule A.

Edge Information Group, Inc. (the "Licensor") has acquired the rights to license a computer software program known as the "EDGE PORTFOLIO ANALYZER" (the "Program"). Subject to the provisions of this Software License Agreement (the "License Agreement") and payment of the total license fee ("Total License Fee") specified above, Licensor grants to Licensee a perpetual license (the "License") to use the Program at the designated site location(s) (the "Designated Site(s)") listed on the attached Schedule A.

THE LICENSE IS PART OF A LICENSE AGREEMENT SUBJECT TO EDGE INFORMATION GROUP'S TERMS AND CONDITIONS, WHICH ARE HEREBY MADE A PART OF THIS LICENSE AGREEMENT.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS LICENSE AGREEMENT, INCLUDING EDGE INFORMATION GROUP'S TERMS AND CONDITIONS AND AGREES TO BE BOUND BY SUCH TERMS. LICENSEE AGREES THAT THIS LICENSE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENT, PROMISE, REPRESENTATION, PROPOSAL OR OTHER COMMUNICATION, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LICENSE AGREEMENT.

Agreed and Accepted by Licensee:

Agreed and Accepted by Licensor:

EDGE INFORMATION GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EDGE INFORMATION GROUP, INC.
EDGE PORTFOLIO ANALYZER
INTERNATIONAL SITE LICENSE AGREEMENT
TERMS AND CONDITIONS

1 LICENSE.

1.1 The License granted hereunder is non-exclusive, perpetual and non-transferable. Except as expressly granted hereunder, all other rights in the licensed Program and Documentation are reserved.

1.2 The Program includes all forms of computer software supplied by Licensor, whether provided as object code or as source code. All corrections, fixes, modifications, and enhancements to the Program (collectively known as "Updates"), become part of and are included in the Program. Documentation includes all forms of manuals and user guides for the Program, whether provided in printed or electronic format.

1.3 The License granted hereunder includes the right to install and use the Program on any computer located and maintained at the Designated Site(s), as well as the right to use associated users manuals and other documentation provided by the Licensor (the "Documentation"), for internal purposes only.

1.4 The License granted hereunder further includes the right to copy the Program for installation and use on each additional computer located and maintained at the Designated Site(s), and to copy the Documentation in support of such internal use. Licensee may have two types of Designated Sites: (a) Basic Site and (b) Distributed Site. The Basic Site is the Licensor's point-of-contact for Program distribution, support services and billing. Each Licensee shall have at least one Basic Site. A Distributed Site receives Licensor's services through the Basic Site. A Licensee may have one or more Distributed Sites supported through the Basic Site.

1.5 Affiliates of Licensee, including Licensee's parent and subsidiaries of the parent, may license the software under the terms of this License Agreement by providing Licensor with an amended copy of Schedule A. and payment of the applicable fees

1.6 Licensee may not use the Program in connection with the operation of a service bureau, or to otherwise provide services to any third party.

1.7 Licensee shall be permitted to make copies of Documentation for the use of its employees, consultants, agents and subcontractors. All copies of the Documentation shall contain the complete and unaltered Copyright notice.

1.8 Licensee may also make a reasonable number of back-up copies of the or Program and Documentation, which must be securely stored. Licensee shall not copy, install, merge or use the Program or Documentation on any computer not located or maintained at the Designated Site(s), or use the Program or

Documentation for other than internal use, except as otherwise provided in Section 1.9.

1.9 In the event that the Designated Site(s) becomes unusable due to conditions beyond the control of Licensee, Licensee may also install and use the Program at an alternate site for the period the Designated Site(s) remains unusable. Licensee may also use the Program at an alternate site for the purposes of disaster recovery testing. Except as permitted in this Section 1.9, the Program or Documentation may not be transferred to or installed or used at an alternate or additional site for any other reason without prior written approval by Licensor, and the payment of an additional license fee when applicable.

1.10 The License granted hereunder further includes the right to install, copy, modify and use any record definitions and sample programs provided by Licensor in conjunction with the Program. The record definitions and sample programs, as well as copies and modifications thereof, shall only be installed and used on computers located and maintained at the Designated Site(s) and for internal use only.

1.11 All of licensed users shall be employees, consultants, agents or subcontractors of Licensee. Licensee, its employees, consultants, agents and subcontractors may use the Program and Documentation only for Licensee's own internal business matters, subject to Section 9, at the Designated Site(s). No other persons shall have access to the Program or Documentation without the prior notice to and written consent of Licensor, and only upon such persons executing a confidentiality agreement with provisions of confidentiality at least as restrictive as those set forth in Section 9.

1.12 No other use of the Program or Documentation is permitted. The Licensee shall not make for any purpose, including (without limitation) for error correction, any alterations, modifications, additions or enhancements to the Program except as specifically described in the Documentation nor permit the whole or any part of the Program to be combined with or become incorporated in any other program except to the extent permitted by this Section 1.12 without the Licensor's prior written consent.

The Licensee shall not, nor permit others to, decompile, reverse engineer or disassemble the Program except that the Licensee may decompile the Program only to the extent permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created program with the Program or with another program and such information is not readily available from the Licensor or elsewhere.

2 DELIVERY. Within thirty (30) days of receipt by Licensor

of an executed License Agreement and the address of the Designated Site(s), Licensor shall use all reasonable endeavors to deliver to Licensee the Program and Documentation but such date is to be transacted as an estimate only.

3 **TERM.** The Term of the License Agreement and License granted hereunder shall commence on the Effective Date set forth on the front page of this License Agreement, and will terminate either: (a) by Licensee returning or destroying all copies of the Program and Documentation and notifying Licensor in writing of such; or (b) upon Licensee's continuing failure to comply with the terms of this License Agreement after Licensee has been notified in writing and been given thirty (30) days to correct such default.

4 **RESTRICTIONS AND LICENSEE RESPONSIBILITIES.**

4.1 Licensee is responsible for: (a) arranging any necessary import and export licenses for the Program and Documentation at Licensee's sole expense; (b) complying with all applicable laws and regulations during the course of performance of this Agreement and in related activities; and (c) advising Licensor of any new laws in any of the countries or territories of the Designated Site(s) that may affect this License Agreement.

4.2 In the event that registration or approval of this License Agreement is required by governmental authorities under any of the laws governing the Designated Site(s), Licensee shall comply with such registration requirements and provide proof of such compliance to Licensor. Upon request by Licensor and not otherwise, Licensee will apply, as appropriate, for any necessary governmental approvals or registrations (or any extensions thereof) for use of the Program and Documentation at the Designated Site(s). All such applications shall be subject to Licensor's prior approval and shall identify the Program and Documentation as originating with Licensor. Licensor will provide on a confidential basis technical information and any other data at its disposal in support of such applications. Any filing fees for such applications and all other expenses in connection with such applications shall be borne by Licensee.

4.3 Licensee shall be responsible for all copies of the Program and Documentation licensed hereunder and for ensuring use of the Program and Documentation only at the Designated Site(s).

4.4 The Program and Documentation provided to Licensee shall be marked with an appropriate copyright notices of Licensor and its affiliates. Licensee shall ensure that all copies made of the Program and Documentation include such appropriate copyright notice.

4.5 Except as otherwise provided, Licensee may not translate or adopt the text of the Program or Documentation into any other language on the Program without Licensor's prior written consent. Licensor shall provide such consent only upon compliance with the following: (a) all translations shall be of high quality and faithfully reproduce the English meaning of such material; (b) all translations shall be performed by full-time employees of Licensee or third-parties approved of in

advance by Licensor; (c) prior to performing the translations, the translator(s) shall have entered into appropriate written agreements to assure that all copyrights or other rights in the translations shall vest directly in and be owned by Licensor; (d) Licensee shall acknowledge in writing that the copyright of any translation shall vest directly in and be owned by Licensor; (e) Licensor shall be provided with a complete set of each such translation; and (f) Licensee shall bear sole responsibility for any errors in, caused or induced by such translation. Any such authorized translations shall be used solely in accordance with the terms and conditions of this Agreement.

4.6 Licensor will provide Licensee with an executable copy of the Program for installation, testing and use at the Designated Site(s). Licensor will provide the Program in object code only; Licensor will not provide Licensee with the source code for the Program.

4.7 Licensee is solely responsible for installing, testing and properly integrating the Program on the computer, as well as for providing the appropriate hardware and system software. Licensee is solely responsible for inquiring and ensuring that the Program is compatible with any existing or subsequently acquired computer at the Designated Site(s). Licensee also is solely responsible for properly creating, obtaining and inputting into the Program any necessary data or parameters.

5 **SUPPORT.**

5.1 For a period of one (1) year after the Effective Date, as part of this License Agreement, Licensor shall, at the Licensee's request, provide Licensee with telephone and electronic mail support services ("Support"). Such Support will be provided, however, only for Programs installed and used under conditions and on operating system for which the Program was designed and approved.

5.2 Support will be provided for the Basic Site only. Inquiries, assistance and support requested by personnel or for computers located at a Distributed Site must be coordinated through and submitted by the Basic Site.

5.3 During the initial one (1) year period after the Effective Date, and further as part of this License Agreement, Licensor shall provide Licensee with Updates and future releases of the Program and Documentation, if any, at no additional charge.

5.4 Subsequent to the initial one (1) year period after the Effective Date of this License Agreement, Licensee may upon payment of an Annual Maintenance Fee of fifteen percent (15%) of the then current license fee for the Program, continue to obtain Support and Updates from Licensor. In no case will the Annual Maintenance Fee increase at a rate greater than ten percent (10%) per year.

5.5 If no Annual Maintenance Fee is paid, the terms of this License Agreement will remain in effect until termination;

however, no Support or Updates will be provided by Licensor.

- 5.6 Additional Support or other consulting services not provided for above may be requested by Licensee and, at Licensor's sole discretion, will be provided to Licensee at Licensor's then-current hourly rate. Likewise, custom modifications, optional features and future products may be available from Licensor at a fee to be determined.

6 WARRANTY, DISCLAIMER AND LIMITATIONS OF REMEDY AND LIABILITY.

- 6.1 Licensee represents and warrants that it is duly authorized, licensed and empowered to import the Program and Documentation supplied by Licensor and to fully transact the type of business contemplated by this License Agreement in each country that the Designated Site(s) are located.

- 6.2 Licensor warrants to Licensee that it has the right to grant this License and that the disk or other medium on which the Program and Documentation are delivered to Licensee shall be free from defects in materials and workmanship under normal use. Licensor further warrants that: (a) for a period of thirty (30) days from the delivery of the Program to Licensee, that the Program will perform substantially in conformance with the *General Information Manual* and (b) upon delivery to Licensee, the Program shall not contain any virus, worm, trap or any other code intended to destroy or disrupt the system on which the Program runs.

- 6.3 Licensor's warranty liability in any case is limited to, at Licensor's election: (a) repair or replacement (in the form originally shipped) of the Program or Documentation not complying with the foregoing warranty; or (b) cancellation of this License with respect to non-conforming Program or Documentation and repayment of, or crediting Licensee with, the associated license fee paid by Licensee for such non-conforming Program or Documentation depreciated on a straight line basis over a period of two (2) years commencing upon the Effective Date.

- 6.4 Licensor warrants that the advent of Year 2000 shall not adversely affect the performance of the Program with respect to date and date dependent data (including, but not limited to calculating, comparing and sequencing) and that the Program will be capable of creating, storing and processing records related to and including the Year 2000 and thereafter without deficiencies. It is acknowledged by Licensee that the Program contains reporting functions that display or record date and date related data that is provided to it, and that these reporting functions do not alter nor attempt to make this data conform to the above processing. At Licensee's request, Licensor shall cooperate with Licensee in testing and other efforts appropriate to determine that the Program conforms to these requirements.

- 6.5 **EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSEE ACKNOWLEDGES THAT**

LICENSOR'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE PROGRAM AND DOCUMENTATION ARE EXHAUSTIVELY DEFINED IN THIS AGREEMENT. THE LICENSEE AGREES THAT THE EXPRESS OBLIGATIONS AND WARRANTIES MADE BY THE LICENSOR UNDER THIS AGREEMENT SHALL BE IN LIEU OF AND TO THE EXCLUSION (TO THE FULLEST EXTENT PERMITTED BY LAW) OF ANY OTHER WARRANTY, CONDITION, TERM, OR UNDERTAKING OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING (WITHOUT LIMITATION) AS TO CONDITION, QUALITY, MERCHANTABILITY PERFORMANCE OR FITNESS FOR PURPOSE OF THE PROGRAM AND DOCUMENTATION OR ANY PART THEREOF. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PROGRAM OR DOCUMENTATION WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS IN THE PROGRAM OR DOCUMENTATION WILL BE OR CAN BE CORRECTED.

- 6.6 Licensee acknowledges that Licensee's installation and inputs influence the Program output and that errors in Licensee's installation and inputs can result in substantial errors in the Program output.

- 6.7 LICENSOR SHALL IN NO EVENT BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, CONTRACTS, REVENUES, BUSINESS OPPORTUNITIES OR BUSINESS ADVANTAGES WHATSOEVER, NOR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSSES, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY RELATING TO THE PROGRAM, THE DOCUMENTATION, LICENSEE'S USE OR MISUSE OF THE PROGRAM OR DOCUMENTATION, THIS LICENSE OR ANY OBLIGATION UNDER OR SUBJECT MATTER OF THE LICENSE OR THIS LICENSE AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER THEORY OF RELIEF OR WHETHER OR NOT LICENSOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

- 6.8 THE LICENSOR ACCEPTS LIABILITY FOR DEATH OR INJURY TO THE EXTENT THAT IT RESULTS FROM THE NEGLIGENCE OF THE LICENSOR AND ITS EMPLOYEES WITHOUT LIMIT. IN ANY OTHER CASE NOT FALLING WITHIN THIS SECTION 6.8 THE LICENSOR'S TOTAL LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENT WITH THE LICENSEE RELATING TO THE PROGRAM AND DOCUMENTATION OR BASED ON ANY CLAIM FOR INDEMNITY OR CONTRIBUTION SHALL NOT AT ANY TIME EXCEED IN AGGREGATE THE AMOUNTS PAID BY THE LICENSEE FOR ANYTHING SUPPLIED OR SERVICES PROVIDED BY THE LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT.

- 6.9 THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF RISK CONTAINED IN THIS SECTION 6 IS REFLECTED IN THE LICENSE FEES PAYABLE BY THE LICENSEE HEREUNDER FOR THE PROGRAM AND SUPPORT AND IS REASONABLE IN THE CIRCUMSTANCES, HAVING REGARD TO ALL RELEVANT FACTORS INCLUDING THE ABILITY OF THE LICENSEE TO RELY ON ITS OWN INSURANCE ARRANGEMENTS AND OTHER RESOURCES TO BEAR OR RECOVER ANY LOSS OR DAMAGE INCURRED FOR WHICH THE LICENSOR IS NOT LIABLE.

7 INFRINGEMENT AND INDEMNITY.

- 7.1 If proper use of the Program or Documentation by Licensee is held to constitute an infringement of any patent, trade secret, copyright, trademark or other intellectual property right (the "Infringing Product") and use of the Infringing Product is enjoined, and the injunction is not caused by fault of the Licensee, Licensor shall, at its election, use reasonable efforts to: (a) procure for Licensee the right to continuing use of the Infringing Product; (b) replace at Licensor's costs the Infringing Product with a suitable non-Infringing Product which substantially functions in accordance with the specifications for such infringing products; (c) modify at Licensor's cost the Infringing Product so that it becomes non-infringing, provided that the Program, as so modified, continues to substantially perform in accordance with the applicable specifications; or (d) terminate this License and Licensee's rights to use the Program and Documentation and upon such termination, Licensor shall refund to Licensee the original purchase price of the Program depreciated on a straight line basis over a period of two (2) years commencing upon the Effective Date.
- 7.2 Licensor shall have no obligation under Section 7.1 hereof with respect to any claim of infringement of patent, copyright, trade secret, or other proprietary right based upon Licensee's modification of the Program or Documentation, or their combination, operation, or use with programs or equipment not specified by Licensor.
- 7.3 Except as provided in Section 7.1 hereof, Licensor shall defend, indemnify and hold Licensee harmless against any loss, damage or claim of any kind arising from a breach by Licensor of this License Agreement, Licensor's or Licensor's employees', agents' or representatives' use or misuse of the Program or Documentation and from any other conduct of Licensor or

from any claim or action by any customer of Licensor in connection with the Program, the Documentation, the License or this License Agreement.

- 7.4 Except as provided in Section 7.1 hereof, Licensee shall defend, indemnify and hold Licensor harmless against any loss, damage or claim of any kind arising from a breach by Licensee of this License Agreement, Licensee's or Licensee's employees', agents' or representatives' use or misuse of the Program or Documentation and from any other conduct of Licensee or from any claim or action by any customer of Licensee in connection with the Program, the Documentation, the License or this License Agreement.
- 7.5 The foregoing indemnity obligations shall be contingent upon the party seeking indemnity: (a) giving prompt written notice to the other party of any claim, demand, or action for which indemnity is sought; (b) fully cooperating in the defense or settlement of any such claim, demand, or action; and (c) obtaining the prior written agreement of the indemnifying party to any settlement or proposal of settlement, which agreement shall not unreasonably be withheld.

8 PROPRIETARY INFORMATION.

- 8.1 Licensee acknowledges that all aspects of the Program and the Documentation, including without limitation, code, algorithms, methods of processing, and any modifications or releases and any originals and copies thereof, in whole or in part and all copyrights, trademarks, patents, trade secrets and other intellectual property rights therein (collectively, "Proprietary Information"), are and shall remain the valuable and exclusive property of Licensor. Licensor may disclose additional information to Licensee in the form of upgrades, documentation, historical case studies or other Support during the term of this License Agreement. Licensee agrees that such information shall also be deemed Proprietary Information as defined above.
- 8.2 Licensee acknowledges that Licensor has acquired and is the owner of trademark rights to the name Edge Information Group, and that Licensor may apply for trademark registrations in the United States and throughout the world for this and related marks. Licensee further acknowledges that Licensor has developed goodwill and a recognized name in this mark within the United States and certain international markets. Licensee hereby acknowledges and agrees that further development of this goodwill and name recognition in the mark will inure solely to Licensor; that Licensee shall execute a registered user agreement or agreements with respect to the mark if requested by Licensor; that Licensee will not have any claim, monetary or otherwise, in such goodwill or name recognition at such point in time as this Agreement may expire or be terminated; and that Licensee will not register or use any of Licensor's marks, slogans, logos or designs, except as specifically authorized by Licensor in advance in writing. Licensee shall not, at any time or for any reason, challenge the validity of or Licensor's ownership of the

mark and Licensee waives any rights it may have at any time to do so.

9 CONFIDENTIALITY.

- 9.1 During the course of this Agreement, either party may receive or have access to Confidential Information of the other party. "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient").
- 9.2 The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties shall also inure to such affiliates and may be directly enforced by or against them.
- 9.3 The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall: (a) use the Confidential Information only in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (b) restrict disclosure of the Confidential Information to employees, agents and subcontractors of the Recipients with a "need to know" and not disclose it to any other person or entity without prior written consent of the Disclosing Party; and (c) advise those employees, agents or subcontractors who access the Confidential Information of their obligations with respect thereto.
- 9.4 The obligations of this Section 9 shall not apply to any Confidential Information which the Recipient can demonstrate: (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the Recipient without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (g) is disclosed in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.
- 9.5 Both parties acknowledge and agree that the remedy at law for any breach by Licensee of any provisions of this License Agreement regarding the ownership, confidentiality or nondisclosure of the Program or Documentation or other Proprietary Information will be inadequate and the injured party would suffer continuing and irreparable injury to its business as a direct result of such violations or events. Therefore, if either party shall breach or fail to perform any such provisions hereof, then the injured party shall be entitled to institute and prosecute proceedings in any court of

competent jurisdiction, either in law or in equity, to obtain the specific performance thereof or to enjoin said party from violating such provisions.

10 ASSIGNMENT OR TRANSFER

- 10.1 Licensee may transfer assign the License to or use the Program for any parent, subsidiary, or affiliate of Licensee or to an entity into which Licensee is merged with or which Licensee is consolidated or to the purchaser of all or substantially all of the assets of the Licensee. Any such transfer or assignment shall not relieve Licensee of its obligations under this Agreement. Except as provided herein, Licensee shall not otherwise sublicense, assign or transfer, directly or indirectly or by operation of law or otherwise, the License granted hereunder, any other right granted by this License Agreement, the Program or Documentation. Any attempt to sublicense, assign, transfer, rent, lease, sell or otherwise dispose of the Program or Documentation, not authorized in advance and in writing by Licensor, is void and shall automatically terminate the License and License Agreement.
- 10.2 Licensor may directly or indirectly transfer or assign this License Agreement, and this License Agreement will inure to the benefit of any transferee, assignee or other legal successor to Licensor provided said assignee is qualified and capable of fulfilling the obligation of Licensor.
- 10.3 This License Agreement is binding upon and shall inure to the benefit of the authorized successors and assigns of the parties.

11 TERMINATION OR EXPIRATION

- 11.1 Upon any expiration or termination of this License Agreement, the License and all of Licensee's rights under this License Agreement shall terminate. Upon any termination or expiration, the Licensee must promptly return the Program, Documentation and all copies thereto that are in Licensee's possession or control. Further, Licensee must immediately cease its use of the Program and Documentation, return or destroy all copies of the Program and Documentation, and certify in writing to Licensor that it has done so. Except as provided in Sections 6.3 and 7.1, such termination or expiration shall not entitle Licensee to a refund or other credit of any Licensee Fee paid or owed to Licensor at the time of such termination or expiration. Licensee shall thereafter have no recourse against Licensor whatsoever for such termination or expiration.
- 11.2 Licensee may terminate the License Agreement at any time by delivering to Licensor the Program, Documentation and all copies thereto that are in Licensee's possession or control, by immediately ceasing its use of the Program and Documentation and by certifying in writing to Licensor that it has done so. After such termination by Licensee, the License and all of the Licensee's rights hereunder shall terminate. No such termination shall entitle Licensee to a refund or other credit of any License Fee paid or owed to Licensor at the time

of such termination. Licensee shall thereafter have no recourse against Licensor whatsoever for this termination.

- 11.3 If Licensee breaches this License Agreement, Licensor shall notify Licensee of such breach and shall give Licensee thirty (30) days to remedy said breach. If, after thirty (30) days, Licensee fails to remedy said breach, Licensor may, in its discretion, effective immediately upon dispatching a properly addressed notice to Licensee and regardless of other remedies or options available hereunder or exercised by Licensor, terminate, in whole or in part, the License Agreement and any agreement then in effect for maintenance, support or other service with Licensee in connection with the Program or any Documentation, without further obligation to Licensee

12 FEES AND PAYMENTS.

- 12.1 Licensee shall pay Licensor the Total License Fees as shown on the first page of this License Agreement within thirty (30) days of receipt of an invoice from Licensor.

12.2 All payments shall be made by Licensee in U.S. Dollars.

12.3 All shipping costs associated with the delivery of the Program shall be paid and borne by Licensor.

12.4 If any sums payable to the Licensor under this Agreement are in arrears for more than thirty (30) days after the due date, the Licensor reserves the right, without prejudice to any other right or remedy to:

(a) charge interest on a day to day basis from the original due date at a rate of 4% (four percent) above the Base Lending Rate in force from time to time at the principle banking institution used by Licensor; and/or

(b) suspend the provisions of support without notice.

13 **TAXES/DUTIES.** All taxes, customs, excises, fees, duties or assessments of any nature whatsoever now or hereafter levied by any governmental authority resulting from any aspect or consequence of this License Agreement or use of the Program or Documentation in association with this License Agreement shall be paid and borne by Licensee. In the event Licensor pays any such amounts, Licensee agrees to reimburse the amounts so paid promptly upon receipt of Licensor's invoice therefor. Notwithstanding the foregoing, Licensor shall be responsible for payment of any U.S. federal or state income taxes on profits, or other state sales or gross receipt taxes imposed upon Licensor based upon this License Agreement.

14 **LICENSOR'S MARKETING.** Licensee grants Licensor the right to use Licensee's name on lists of clients who have purchased the Program and Documentation for marketing purposes.

15 GENERAL.

15.1 The captions of the provisions of this License Agreement are for convenience only and shall not define or limit any of the terms or provisions hereof.

15.2 All notices, consents and other communications provided for herein shall be made to the applicable party at its address provided for at the beginning of this License Agreement by certified or registered mail, return receipt requested or by a major traceable express delivery service. All notices will be deemed received on the fifth (5th) day after mailing.

15.3 This License Agreement constitutes the entire agreement between the parties and cancels and supersedes all existing agreements or arrangements by and between Licensor and Licensee relating to the subject matter hereof, whether written or oral, and all such prior agreements or arrangements are hereby deemed terminated by mutual consent of the parties. Licensee acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. Any amendments to this License Agreement must be in writing, in English, and signed by the party against whom enforcement is sought.

15.4 THIS LICENSE AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS (EXCLUDING CONFLICTS RULES) OF THE STATE OF ILLINOIS, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THAT JURISDICTION. The parties agree to exclude application of the United Nations Convention of Contracts for the International Sale of Goods (1980).

15.5 This License Agreement is entered into in the English language. Should a translation of this Agreement into any other language be required or desired for any reason, it is understood that in all matters involving the interpretation of this License Agreement, the English text shall govern.

15.6 In the event that a dispute arises in connection with this License Agreement, the parties shall attempt in the first instance to resolve the dispute through friendly consultations. If the dispute is not resolved through friendly consultations within sixty (60) days after commencement of such consultations, as identified by written notice, the dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be held before a three (3) member arbitral tribunal in Chicago, Illinois, and shall be conducted in the English language. This arbitral tribunal shall apply the substantive laws set forth in paragraph 15.4 above. Licensee expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is a political subdivision, agency or instrumentality of a sovereign state. Any award of such arbitration tribunal shall be final and binding upon the parties to this License

Agreement and shall not be attacked by either party in any court of law and shall be enforced in any court having jurisdiction pursuant to the terms of the United Nation's "Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958".

- 15.7 If any provision of this License Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be modified to reflect the fullest legal and enforceable expression of the intent of the parties and the remainder of this License Agreement shall not be affected thereby.
- 15.8 Licensor shall not be liable for delays in shipment or default in delivery for any reasons of force majeure or any cause beyond Licensor's reasonable control including, but not limited to, government action, shortage of labor, raw material, production or transportation facilities, unavailability of Products from Licensor's suppliers, computer or network outages, labor

difficulty involving employees of Licensor or others, fire, flood or other casualty. Acceptance by Licensee of any Products shall constitute a waiver by Licensee of any claim for damages on account of any delay in delivery of such Products.

- 15.9 The tolerance or sufferance of a breach or default under this License Agreement shall not be considered to be a waiver of any rights in connection with any breach or default.
- 15.10 The prevailing party shall be entitled to recover any fees of counsel, costs or ancillary fees or expenses incurred in enforcing this License Agreement.
- 15.11 The relationship between the parties hereto is that of independent contractors. This License Agreement shall not be construed as creating an employee/employer, agency or joint venture relationship between the parties.

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**SCHEDULE A:
DESIGNATED SITES**

Site 1 **Basic** **Distributed**

Enterprise: _____
Address: _____

City: _____
State/Zip/Country: _____
Contact: _____
Phone: _____
E-Mail: _____

Site 2 **Basic** **Distributed** (check one)

Enterprise: _____
Address: _____

City: _____
State/Zip/Country: _____
Contact: _____
Phone: _____
E-Mail: _____

Site 3 **Basic** **Distributed** (check one)

Enterprise: _____
Address: _____

City: _____
State/Zip/Country: _____
Contact: _____
Phone: _____
E-Mail: _____