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END-USER SOFTWARE AND DOCUMENTATION
LICENSE AGREEMENT**

This End-User Software and Documentation Evaluation License Agreement entered into between the parties hereunder (collectively, this "Agreement") is a legal agreement between you and CIMCON Software, LLC, a Delaware limited liability company with its principal place of business at 234 Littleton Road, Westford, MA 01886 ("Licensor"), that governs your accessing, evaluation and use of Licensor's proprietary Software and Documentation. It is effective between you (the "Licensee") and Licensor as of the date you access or download the evaluation Software.

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THE SOFTWARE *****

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For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Defined terms shall have the meanings accorded to such terms herein. The following terms shall have the following meanings.

Affiliates: Any corporation, partnership or other entity now existing or hereafter organized that is directly or indirectly controlled by a party. For purposes of this definition "control" means the direct possession of at least fifty-one percent (51%) of the outstanding voting securities of an entity.

Confidential Information: All information which is written, graphic, machine readable or other tangible form and is marked "confidential", "proprietary", "source code", or in some other manner to indicate its confidential nature, or which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information of Licensor shall expressly include the Software and the Documentation.

Documentation: The user manuals, specifications, and guides that generally accompany the Software to assist the user in the use of such Software.

Software: The object code version of Licensor's proprietary software and all updates, upgrades, bug fixes, corrections, and new versions provided by Licensor to Licensee under Support Services.

Support Services: Licensor's provision of technical support and maintenance with respect to the Software pursuant to Licensor's support and maintenance program. Licensor shall only be obligated to provide Support Services if Licensee has purchased a subscription from Licensor, and is within the term of the subscription license.

2. License Grant; Restrictions.

2.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a worldwide, non-exclusive, non-transferable, revocable license (without right of sublicense) to evaluate and use the Software and Documentation for its own internal business purposes.

2.2 Copies. Licensee may not make any copies of the Software and Documentation. Licensee acknowledges and agrees that the Software may include copy protection technology to prevent unauthorized copying of the Software. It is a material breach of this Agreement for Licensee to directly or indirectly make, or permit a third party to make, unauthorized copies of the Software or Documentation or to circumvent any copy protection technology included in the Software.

2.3 Restrictions. Licensee shall not and shall not allow any third party to (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, APIs, underlying ideas, underlying user interface techniques or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the Software or Documentation; (iii) sell, lease, license, sublicense, market or distribute the Software or Documentation; (iv) use the Software for any timesharing, service bureau, application service provider, subscription, rental, lease or similar uses; (v) combine all or any part of the Software with other software or use all or part the Software to create a new product, application, service (whether software as a service or otherwise); (vi) distribute any software or device incorporating all or part of the Software; (vii) use the Software except on Licensee's own internal computer networks; or (viii) use the Software in contravention to any applicable laws or government regulations; (ix) to develop any product which is competitive with Licensor's offerings. If 2.3(i) is prohibited by applicable law, Licensee shall provide Licensor with a detailed prior written notice of any such intention to reverse engineer the Software and shall provide Licensor with a right of first refusal to perform such work at rates equal to those proposed by a recognized third-party software services provider for such work. Licensee shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software.

2.4 Electronic Delivery. Licensor shall make available to Licensee a link to access the Software-as-a-Service. Delivery shall be deemed to have occurred upon accessing and utilizing that link or upon receipt of electronic confirmation by Licensor that the electronic mail to Licensee containing the instructions for accessing the Software and Documentation from a website has been sent.

2.5 Export. Licensee acknowledges that the Software, Software Services, Documentation and related technical data is subject to U.S. export regulations, and agrees to comply with all applicable international and national laws that apply to these products, including without limitation the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Licensee agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, or will provide access to the Software unless Licensee obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Without limiting the generality of the foregoing, Licensee agrees that the Software is prohibited for export or re-export to Cuba, North Korea, Iran, Libya, Syria and Sudan or to any person or entity on the U.S. Department of Commerce Denied Persons List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, as such is changed from time to time.

2.6 Certification and Audit. At Licensor's written request, Licensee shall provide Licensor with a signed certification (i) verifying that the Software is being used pursuant to the provisions of this evaluation Agreement, including the number of users that the Software has been and is being used by or on behalf of, and (ii) listing Licensee's locations at which the Software resides. In addition to the foregoing, Licensor may, upon written notification to Licensee and with Licensee's consent which shall not be unreasonably withheld, perform an audit of Licensee's use of the Software and Documentation and Licensee's compliance with the provisions of this Agreement. Any such audit shall be made at Licensor's expense and shall occur during the Licensee's normal business hours. Licensor shall notify Licensee, in writing, ten (10) days prior to such audit. Such audit shall not unreasonably interfere with Licensee's business operations and Licensee agrees to cooperate with Licensor in any such audit.

3. Fees; Payment Terms.

3.1 Charges. There are no fees for access and usage of the Software.

3.2 Payment Method. N/A

3.3 Refund Policy. N/A

4. Warranty; Disclaimer.

4.1 Software Warranty. The Software and Documentation are provided "as is" without warranty of any kind.

4.2 Exclusions and Contingencies. Licensee's remedy and Licensor's liability under this Section 4 are expressly contingent upon: (i) Licensee notifying Licensor in writing of any claim and furnishing Licensor with adequate supporting documentation and details to substantiate the claim and to assist Licensor with the identification and detection of the cause of the problem, (ii) the problem being capable of reproduction; (iii) the Software having not been altered or changed in any way by Licensor or a party other than Licensor; (iv) the Software having been properly accessed and operated in accordance with the Documentation; and (v) the Software not having experienced interference from products, applications, or configurations provided by Licensee or third parties.

4.3 Errors. Licensor does not warrant that the functions contained in the Software will meet the requirements of Licensee or that the operation of the Software will be interruption or error-free. Licensor is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware, operating system, or networking through which the Software is accessed, nor is Licensor responsible for problems which result from the use of the Software in conjunction with software of third parties or with hardware which is incompatible with the computer hardware, operating system or networking through which the Software is being accessed.

4.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION 4, LICENSOR MAKES AND LICENSEE RECEIVES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, SERVICES, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT. LICENSOR SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE, ACCURATE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

No oral or written information or advice given by Licensor, its resellers, dealers, distributors, agents, representatives or employees shall create any warranty or in any way increase any warranty provided herein. If applicable law requires any warranties other than the foregoing, all such warranties are limited in duration to thirty (30) days from the date of being given access to the Software. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply. The warranty provided herein gives you specific legal rights and Licensee may also have other legal rights that vary from

jurisdiction to jurisdiction. The limitations or exclusions of warranties, remedies or liability contained in this Agreement shall apply to Licensee only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where Licensee is located.

5. Term; Termination.

5.1 Term. This Agreement and the License granted herein shall commence on the access date and shall continue until terminated in accordance with this Section 5.

5.2 Termination. Either party may, at its election, terminate this Agreement forthwith by written notice to the other party, if: a) the other party discontinues business, becomes insolvent or bankrupt, a receiver is appointed over any of its property or assets, or is otherwise unable to meet its regular commercial obligations and commitment; or b) the other party materially breaches any term or section of this Agreement or default in the performance of any of its obligations hereunder, provided that the other party is given seven (7) days prior written notice of default and the opportunity to cure default during such period; or c) Licensor elects to discontinue the Software and or Software-as-a-Service.

5.3 Effect of Termination. In the event of termination of this Agreement, regardless of the cause, all licenses granted under this Agreement are immediately revoked and Licensee shall promptly (i) discontinue all use of the Software; and (ii) erase or destroy any software contained in the computer memory or data storage apparatus under the control of Licensee; (iii) return to Licensor all copies of the Software, user manuals, on-line help and other Documentation and Confidential Information provided by Licensor in Licensee's possession; and (iv) certify in writing to Licensor within thirty (30) days of termination of this Agreement that Licensee has complied with the foregoing.

5.4 Survival. The provisions of Sections 1, 3, 5, 6, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement.

6. Confidential Information.

6.1 Except as reasonably required to exercise its rights under this Agreement, each party shall maintain the Confidential Information of the other party in confidence. Each party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each party shall maintain at least the same procedures regarding the other party's Confidential Information that it maintains with respect to its own. A party's Confidential Information shall not include any information which: (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party from a third party without any breach of confidentiality to the party to whom the information relates; (iii) is disclosed by a party to a third party without any obligation of confidentiality to the party to whom the information relates; (iv) is independently developed by the receiving party, or (v) is disclosed in accordance with judicial or other governmental order. Notwithstanding the foregoing, either party shall be permitted to disclose the terms and conditions of this Agreement in conjunction with legal due diligence proceedings, but not otherwise. Without limiting the generality of the foregoing, Licensee shall take all reasonable steps to prevent any personnel or user from removing any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor. Either party may publicly disclose the existence of this Agreement, but neither party shall disclose details of the Agreement without written consent from the other party.

6.2 Injunctive Relief. Both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the disclosing party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

7. Ownership

7.1 Software. All intellectual property rights, including but not limited to copyright, trademark, patent, and trade secret rights and interest in the Software and Documentation are and shall remain the sole property of Licensor, its licensors and its suppliers. Licensee's rights to possess and evaluate the Software and Documentation are specific and limited licensed rights only and grant Licensee no right, title or other interest in the intellectual and/or commercial property of the Software and Documentation, except as expressly provided for in this Agreement. Licensor reserves all rights not expressly granted herein and there are no implied rights.

7.2 Feedback. Licensee may, from time to time, make known to Licensor suggestions, enhancement requests, techniques, know-how, comments, questions, data, ideas, feedback or other input to Licensor with respect to the Software (collectively, "Suggestions"). Licensor shall have a royalty-free, worldwide, irrevocable, perpetual license to use, disclose, reproduce, license, distribute and exploit any Suggestion without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its offerings any service, product, technology, enhancement, documentation or other development ("Improvement") incorporating or derived from any Suggestion with no obligation to license or to make available the Improvement to Licensee or any other person or entity.

7.3 Modifications. At Licensee's request, Licensor may provide modifications to the Software, including without limitation software that constitutes a customization, improvement, modification or translation or "derivative works" (hereinafter "Software Modifications") to meet Licensee's requirements provided that:

- (a) Licensee shall acquire no right, title or other interest in the intellectual and/or commercial property of any Software Modifications.
- (b) Licensor reserves the right to make use of any Software without payment of any fees to Licensee.
- (c) Licensor provides no warranty that new releases of Software shall be compatible with any Software Modifications.
- (d) Licensee agrees and covenants not to sue and hereby releases Licensor's successors, assigns, licensees and customers from any and all claims whatsoever for infringement or otherwise that Licensee, its successors and permitted assigns may have at any time against Licensor, its successors, assigns, licensees and/or customers based on Software Modifications or "derivative works".

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR THEIR SUPPLIERS SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, PROCUREMENT OF SUBSTITUTE GOODS, COMPLIANCE WITH LAWS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY THE OTHER PARTY AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO LICENSOR IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

The foregoing limitations shall not apply to a Licensee's breach of Section 2, either party's violation or misappropriation of the other party's intellectual property rights, or either party's breach of Section 6.

The Disclaimer of Warranties and Limitation of Liability set forth above are fundamental elements of the basis of the agreement between the parties and Licensor and its suppliers would not be able to provide the Software on a no charge, evaluation basis without such limitations.

9. Government Restricted Rights.

This Section 9 applies to all acquisitions of the Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The Software was developed at private expense and is Commercial Computer Software, as defined in Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)). Accordingly, any use, duplication or disclosure by the Government or any of its authorized users is subject to restrictions as set forth in this standard license agreement for the Software. If for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, then the Government's rights to use, duplicate or disclose the Software are limited to "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-7014(a)(14) (June 1995), as applicable. If this Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to return the Software, unused, to Licensor at the address set forth above.

10. General.

10.1 Entire Agreement and Controlling Documents. This Agreement entered into by the parties hereunder contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written, on the Licensor's website or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. For the avoidance of confusion, if there is another valid, signed agreement or amendment with Licensor which applies to the specific Software, maintenance or services that other agreement shall control. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. This Agreement shall apply to all software and services accessed by Licensee or delivered to Licensee by Licensor, except for products and/or services which are explicitly supplied under a separate written license or services agreement between the parties.

10.2 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, stock or business to which this Agreement relates. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.3 Waiver. The failure of Licensor to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of Licensor to enforce each and every provision.

10.4 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

10.5 Trademarks. CIMCON Software and other trademarks contained in the Software are trademarks or registered trademarks of CIMCON Software, LLC. in the United States and/or other countries. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.

10.6 No Third Party Beneficiaries. No person or company shall be third party beneficiaries to this Agreement. Neither party shall be deemed to be an employee, agent or other legal representative of the other party for any purpose whatsoever, or have the right or authority to assume or otherwise create any obligation or responsibility, express or implied on behalf of the other party or to bind the other party in any manner whatsoever.

10.7 Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to principles of conflict of laws. Each party hereby consents to the exclusive jurisdiction and venue of the state courts sitting in the Commonwealth of Massachusetts or the federal courts in the Commonwealth of Massachusetts to resolve any disputes arising under this Agreement. In each case this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

10.8 Attorneys' Fees. In the event of any litigation between the parties concerning performance or non-performance of either party's obligations under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for the costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred or paid by the prevailing party in such litigation.

10.9 Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

10.10 Notices. Any demand, notice, consent, or other communication required by this Agreement to be given in writing shall be given either (i) by being hand-delivered to the receiving party, or (ii) by being deposited in the mail (registered or certified) or delivered to a recognized private express common carrier, postage or freight prepaid, addressed to the receiving party at its address set forth in the introductory paragraph to this Agreement. Either party may change its address by giving written notice to the other party of the changed address.

10.11 Counterparts; Drafting. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together shall form one legal instrument. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular, the singular the plural, and the part the whole, (ii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iii) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (iv) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.