CORE TECHNOLOGIES CONSULTING, LLC
UNLIMITED OEM SOFTWARE LICENSE AGREEMENT

ATTENTION: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU INSTALL, COPY, DOWNLOAD OR USE THIS SOFTWARE ACCOMPANYING THIS PACKAGE.

This software license agreement and the Order Form ("OF") and terms and conditions contained therein, (collectively "Agreement") is a legal agreement between "You" (the individual or entity) who acquired the software products and documentation ("Software") as described in the OF, and Core Technologies Consulting, LLC ("CTC"). By installing, copying, downloading or using the Software in the OF, You agree to be bound by the terms of this Agreement. If You do not agree with the terms of this Agreement, CTC is unwilling to license the Software to You. In such event, You may not install, copy, download or use the Software and You must return to CTC the complete Software package, including the disks and printed materials or, if you downloaded the Software, notify CTC in writing that You have de-installed and destroyed the Software, within thirty (30) days of receipt for a full refund, otherwise You will be obligated to pay CTC the purchase price for the software.

These license terms and the Order Form constitute the agreement between You and Core Technologies Consulting, LLC with respect to the use of the Software subject to this Agreement.

Section 1 - Grant of License

Effective upon the payment of the license fees as set forth in the OF, CTC grants to You a non-exclusive, non-transferable, worldwide right and license to use, reproduce or display and sell, lease or otherwise distribute or transfer copies, directly or indirectly, of the Software Program and documentation, in executable code form only, as parts of Your Products, for the purposes of marketing such Products to Your customers and for internal development of Products during the term of this Agreement. You may not, under any circumstances, distribute or resell the Software as a stand-alone product, nor use the Software to construct any product to directly compete with the Software.

Section 2 – Definitions

"Software Program" shall mean the computer software and license file provided by CTC under this Agreement, as specified in the OF, including all new releases, corrections, enhancements and updates to such computer software, which CTC

makes generally available and which You receive pursuant to Your subscription to CTC's Maintenance Services as described herein.

"Product" shall mean the computer programs, that are provided by You to Your customers or potential customers, in executable code form only, and that contain both the Software Program as a component of the Product, and a component or components (other than the Software Program) that provide the material functionality of the Product.

Section 3 - Your Obligations

You shall be solely responsible for all marketing, manufacturing, packaging, documentation production, distribution and customer pricing of the Products. Except as otherwise provided in this Agreement, You also shall assume all responsibility and liability to customers for related support and assistance.

Under no circumstances may You modify, decompile or reverse assemble any executable code contained within the Software Program.

You agree that You will not, nor will You authorize or license another to, sell, market or license the Software Program, or any portion thereof, as a standalone computer software program, component or software development tool, or as a component or components of a computer software program, the chief marketability and functionality of which is the Software Program. You further agree that You will not publish, present or document the application programming interface (API) of the Software Program except as required for specific use within the Product.

Section 4 - Copyright and Trademark

You acknowledge that all copyrights in the Software Program and the goodwill associated therewith are vested in and belong to CTC.

Section 5 – Maintenance Services

5.1 Scope and Duration: Maintenance Services are provided on an annual basis for certain CTC Software. The initial order for Maintenance Services shall be stated in the applicable OF. After the first year of Maintenance Services and for the remainder of the Term, You shall automatically receive Maintenance Services for successive one (1) year periods at the rates for such Maintenance Services as set forth on the OF. CTC shall provide You with notice of such renewal, via invoice, at least thirty (30) days prior to such renewal date, and You

may elect to discontinue Maintenance Services by written notification delivered to CTC prior to such renewal date.

5.2 Maintenance Obligations of the Parties: You agree to provide first line support for the Product and Software Program to Your customers which support will include (i) appropriate number of trained personnel available to provide, in a competent manner, first line support of the Software Program to Your customers, (ii) log of all communication between You and Your customer, as well as a reproducible test case (wherever possible) and any relevant information for any second line support cases that have been opened by You.

Section 6 – Warranty and Limited Liability

Software Warranty: CTC warrants that, for a period of ninety (90) days from the initial delivery of the software to You, the Software, if used by You in accordance with the Documentation, shall operate in material conformity with the Documentation for such Software. CTC does not warrant that the Software will meet all of Your requirements or that the use of the Software will be uninterrupted or error free. CTC's entire liability, and Your exclusive remedy, under this limited Software Warranty shall be for CTC (i) to attempt, through reasonable efforts, to correct any reproducible material nonconformity discovered within the ninety (90) day warranty period; or (ii) to replace the nonconforming Software with Software which conforms to the foregoing warranty. In the event CTC is unable to cure the breach of warranty described in this section 6, after attempting the remedies described in (i) and (ii) above, You may return the Software and CTC shall refund any license and maintenance fees paid by You to CTC for the Software. The above remedies are available only if CTC is promptly notified in writing, within the warranty period, upon discovery of the nonconformity by You and CTC's examination of the Software discloses that such nonconformity exists, and that the Software has not been (i) altered or modified, other than by CTC, (ii) subjected to negligence, or computer or electrical malfunctions, or (iii) used, adjusted, or installed other than in accordance with the Documentation.

Maintenance Services and Other Services Warranty: CTC warrants that any Maintenance Services or other Services performed pursuant to the terms of this Agreement shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. CTC's entire liability and Your exclusive remedy under this limited Maintenance Services and Other Services Warranty shall be for You to recover the fees paid for such nonconforming services

Disclaimer: THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS,

IMPLIED OR STATUTORY WITH RESPECT TO THE SOFTWARE, AND CTC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: EXCEPT FOR CLAIMS MADE UNDER SECTION 7 ("INDEMNIFICATION"), IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT EXCEED THE AMOUNTS PAID OR DUE TO CTC HEREUNDER. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Warranty Claims: Any claims made by You for the breach of a warranty set forth in this section 6, shall be made in writing and delivered in writing to CTC, and You shall provide CTC a reproducible test case, if applicable, demonstrating the breach of warranty.

Section 7 – Indemnification

CTC warrants that the use or distribution of unaltered Software Program(s), or the exercise of the licenses granted hereunder, will not infringe any copyright or patent, or other intellectual property rights of any third party, and CTC has all rights necessary for the grant of the rights and licenses granted by this Agreement. CTC agrees to indemnify, defend and hold You harmless from any and all actions, causes of action, claims, demands, reasonable costs, liabilities, reasonable expenses (including attorney's fees) and damages (collectively, a "Loss" or "Losses") arising from any claim that the Software Program infringes any copyright or patent, or other intellectual property right of a third party, provided, however:

(1) You shall promptly deliver to CTC notice in writing of any claim for recovery under this section, and, if known, specify in reasonable detail the nature of the Loss and the amount, or an estimate of the amount, of the liability arising there-from. You shall, at CTC's expense, provide to CTC as promptly as practicable thereafter information and documentation reasonably requested by CTC to support and verify the claim assert-ed, provided that, in so doing, it may restrict or condition any disclosure in the interest of preserving privileges of importance in any foreseeable litigation.

(2) If the facts pertaining to the Loss arise out of the claim of a third party, or if there is any claim against a third party available by virtue of the circumstances of the Loss, CTC shall assume the defense or the prosecution thereof, including the employment of counsel or accountants, at its cost and expense. You shall have the right to employ counsel separate from counsel employed by CTC in any such action and to participate therein, but the fees and expenses of such counsel employed by You shall be at its expense. CTC shall have the right to determine and adopt (or, in the case of a proposal by You, to approve) a settlement of such matter in its reasonable discretion. CTC shall not be liable for any settlement of any claim effected without its prior written consent, which shall not be unreasonably withheld. Whether or not CTC chooses to so defend or prosecute such claim, You and CTC shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(3) If such a claim arises, or in either party's judgment is likely to arise, You agree to allow CTC, at CTC's option, to either (i) procure the right to permit the continued exercise of the rights and licenses in the Software Program granted under this Agreement; (ii) replace or modify the Software Program so it be-comes non-infringing, while affording equivalent performance; or (iii) as its sole obligation, terminate the license for the infringing Software Program and upon return thereof by You, refund the unearned portion of any license fees paid by the You for the remainder of the current term hereof.

(4) CTC shall have no indemnity obligation for claims of infringement resulting from any combination, operation or use of the Software Program, or any components thereof, with any software programs or data not supplied by CTC if such infringement would have been avoided by use of the Software Program alone. You acknowledge and agree that these four items are the exclusive remedy of You for damages for breach of warranty or representations contained in this Section 7.

Section 8 – Termination

Should either party commit a material breach of its obligations hereunder, the other party may, at its option, terminate this Agreement by written notice to the party in default. Such notice shall identify and describe the default upon which termination is based. The defaulting party shall have thirty (30) days from the effective delivery of the notice to cure such default, which, if effected, shall prevent termination by virtue of such default.

Upon termination of this Agreement, You will either return to CTC or destroy all copies of the Software Program and documentation then in its possession. Licenses to the Software Program granted in the normal course of business by

You to its customers shall survive termination of this Agreement. You shall, within thirty (30) days after the date of such termination (or the expiration of such three (3) month period if applicable), furnish CTC with a certificate of compliance in accordance with this Section. The parties agree that CTC shall have the right to enforce the obligations arising under this Section by seeking specific performance and to enjoin or compel You through injunctive relief. You may retain a commercially reasonable number of copies of the Software Program and documentation solely for the purpose of supporting Your customers.

Section 9 - Export Controls

You shall comply with, and request of and/or notify Your sublicensee's and resellers that they comply with, all applicable laws, regulations, rulings and executive orders of the United States relating to the export and re-export of Products containing the Software Program. You shall not directly or indirectly export or re-export any Products containing the Software Program unless You have obtained a license to do so if such a license is required.

Section 10 - Entire Agreement

This Agreement, including any attachments, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, representations, statements, negotiations and undertakings, with respect to the subject matter hereof, which such agreements, representations, statements, negotiations and undertakings are merged herein. No amendment or modification of this Agreement or any provision or attachment of this Agreement shall be effective unless in writing and signed by both parties.

Section 11 - Governing Law

The validity, construction and performance of this Agreement shall be governed by the substantive laws of the State of California (excluding conflicts of law principles). The federal and state courts within Alameda County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts. If any legal action is undertaken to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

Section 12 - Assignment and Benefit

Without the consent of the other party in writing, neither party may assign this Agreement; provided, however, CTC or You may assign this Agreement to a

wholly-owned subsidiary of the respective corporation or a corporation in which the shareholders of the respective corporation own a majority interest of the voting control provided that the assigning party remains obligated hereunder; further provided, however, CTC or You may assign this Agreement to another corporation which acquires or has acquired substantially all of the stock or assets of the assignor so long as, if the assignor is You, the assignee's license to use the Software Program is limited to use in Products which were offered by You to Your customers or potential customers and the assignee is prohibited from use of the Software Program in other products or parts of products developed, sold or distributed by the assignee.

This Agreement shall be binding upon and shall inure to the benefit of You and CTC and each party's successors, subject to the other provisions of this Section.