



Software License and Maintenance Agreement

(b) “Intellectual Property Rights” means any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) mask work law, or (vi) any other statutory provision or common law principle applicable to DIR Contract No. DIR-SDD-2125 and this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how and any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

2. License

MicroPact grants to Customer a perpetual, non-exclusive, non-transferable and non-assignable license to use the MicroPact Software exclusively for Customer's own internal use as more particularly defined in paragraphs 4 and 5 below. Ownership of the MicroPact Software and all associated materials including enhancements and modifications remains with MicroPact.

3. Term

This agreement is effective in accordance with Section 2 of DIR Contract No. DIR-SDD-2125 and shall remain in force unless terminated under the terms of DIR Contract No. DIR-SDD-2125 and this agreement.

4. MicroPact Software Description and Definitions

The MicroPact Software means MicroPact's proprietary software products developed for use by regulatory agencies, associations and others and as specifically identified in “Schedule A”.

The MicroPact Software shall include all or any part of the data processing programs embodied in MicroPact's products including any related material such as system summaries, system design, program logic, program listing, data models, user guides, installation guides, training material, project tasks and other associated documentation whether in document, machine readable format or otherwise as well as any third party software products that may be incorporated under license into the MicroPact proprietary software products.

From time to time certain MicroPact Software products may utilize open source software programs. These programs are delivered to Customer with the MicroPact Software in unmodified executable form and are accessed only at MicroPact Software run-time via published open standard API's. The warranty on all the MicroPact Software is entirely provided by MicroPact as described in this Agreement.



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The open source license agreement entitles Customer to the underlying source code for all open source programs included with the MicroPact Software. You may obtain this source code by contacting MicroPact and requesting the URL locator to download the source code in which case you will be bound by the terms of the applicable license agreement.

Customer is however prohibited from independently incorporating any open source programs, whether modified or unmodified, into the MicroPact Software. Any act which seeks to modify the MicroPact Software in any way or to use it in violation of the terms of this Agreement, without the prior written consent of MicroPact, including by incorporating open source software, shall be deemed a material breach of this Agreement in which case MicroPact shall have the right to terminate in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2125.

This license authorizes Customer to use the MicroPact Software in object form on Customer's own computer system and in conjunction therewith, to store the MicroPact Software in, transmit through or display on units associated with such computer system. The term "use" shall include copying any portion of the MicroPact Software into a computer or transmitting them to a computer for processing of the instructions or statements in the MicroPact Software.

Customer shall be deemed to have accepted the MicroPact Software upon the earlier of written acceptance to MicroPact or commencing use of the MicroPact Software in production.

5. Limitations on Customer's Use

The Customer may use the MicroPact Software only for Customer's internal business needs at Customer's current sites, or any future business address of Customer upon provision of written notification of change of address to MicroPact. The Customer may not use the MicroPact Software as part of a commercial time-sharing operation or for providing any services to other parties, whether for fee or without fee.

6. Fees

Over the term of this Agreement license, maintenance and service fees are payable depending upon pricing factors identified in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2125 and "Schedule A". It is the Customer's responsibility to promptly inform MicroPact whenever the total counts related to these pricing factors change. Additional charges apply to increases in pricing factor counts, which will be billed according to the rates on "Schedule A". Customer agrees to allow MicroPact reasonable access to Customer's computer system in order to confirm pricing factor counts. No refunds will be provided in the event pricing factor counts decrease.



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The license, maintenance and service rates do not include local, state, sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be borne by the Customer except to the extent that the Customer may be exempt from taxation. Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2125. Taxes based on the net income of MicroPact shall be borne by MicroPact.

7. Warranty

MicroPact warrants that it has full right, power and authority to grant the license to the MicroPact Software herein granted.

MicroPact will indemnify and hold harmless Customer for Infringement Claims as provided for in DIR Contract No. DIR-SDD-2125.

MicroPact warrants that for a limited period of 60 days after first productive use of the specific product it will at no cost to the Customer, make any correction of programming errors necessary for the MicroPact Software to conform to specifications provided that the MicroPact Software is properly installed on approved computer equipment and operating systems and operated according to good operating standards. The warranty period shall commence upon first production use of any portion of each MicroPact Software product.

MicroPact does not warrant that all the functions contained in the MicroPact Software will operate in all the combinations that Customer may select, or that the MicroPact Software will be error free, or that the operation will not be interrupted by reason of defect therein.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, CONDITIONS, REMEDIES AND OTHER TERMS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER HEREUNDER SHALL BE AS SET FORTH ABOVE.

The Customer accepts responsibility for the selection of the MicroPact Software, its use and the results obtained therefrom. It shall also be the responsibility of the Customer to facilitate the timely installation, configuration and testing of the MicroPact Software and all updates and modifications thereto. Customer shall provide appropriately qualified and trained personnel to meet their implementation and on-going operating responsibilities. Customer shall also be responsible for the proper implementation of all computer equipment and operating systems, security measures and system controls including additional controls that are required when allowing payments over internet facilities.



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8. Confidentiality and Security of the MicroPact Software

Customer will use all reasonable precautions and take all necessary steps to prevent the MicroPact Software from being acquired by unauthorized persons. Customer will take appropriate action by instruction, agreement, or otherwise, with any persons permitted access to the MicroPact Software so as to enable Customer to satisfy its obligations under this agreement. Customer will not create, or attempt to create, or permit or help others to create, the source code from the licensed MicroPact Software. Customer shall not provide or otherwise make the MicroPact Software available to any third party without written permission from MicroPact. This includes without limitation, flow charts, logic diagrams, data schemas, screen presentation, user manuals, or computer instructions in any form. Customer will take all necessary steps to prevent the MicroPact Software from falling into the public domain. If Customer becomes aware of any misappropriation of the MicroPact Software or third parties improperly using the MicroPact Software then Customer shall promptly notify MicroPact of the circumstance.

The MicroPact Software and every portion thereof constitute confidential information and processes that are valuable trade secrets and proprietary information of MicroPact and the licensed MicroPact Software shall only be used by and for the Customer in accordance with DIR Contract No. DIR-SDD-2125 and this Agreement and only while licensed hereunder.

9. Escrow

An optional escrow arrangement is available and in the event that Customer exercises this option, "Schedule B – Escrow" attached hereto applies.

10. MicroPact Software Maintenance & Support

Maintenance and support services for the MicroPact Software will be provided according to the scope and terms and conditions included in "Schedule C – Maintenance" attached hereto.

11. Services

In connection with Customer's acquisition and use of the MicroPact Software, Customer may wish to engage MicroPact to perform Services such as enhancements, customization, implementation, conversion, training, maintenance, and support. MicroPact agrees to provide these services and Customer agrees to accept these services subject to the additional terms and conditions included in "Schedule D - Services" attached hereto.

12. Limitations of Liability

Limitation of Liability will be handled in accordance with Appendix A, Section 9K of DIR Contract No. DIR-SDD-2125.

13. Assignment

Any assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-SDD-2125.



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14. Termination

Any termination will be handled in accordance with Appendix A, Section 10B of DIR Contract No. DIR-SDD-2125.

To the extent allowable under record retention policies and laws, within thirty days after the date of termination of this Agreement the Customer shall furnish MicroPact a statement in writing certifying that the original and all copies of the MicroPact Software have been returned to MicroPact and that no copies or embodiments of the MicroPact Software have been retained by the Customer or any third party.

15. Business Objects Sublicense

Customer may choose to acquire licenses for Business Objects (as defined in Schedule E) products from MicroPact to operate solely in conjunction with MicroPact Software. This is optional and in the event that Customer exercises this option, "Schedule E – Business Objects" attached hereto applies.

16. General

Force Majeure will be handled in accordance with Appendix A, Section 10C of DIR Contract No. DIR-SDD-2125.

Invoices and payments will be handled in accordance with Appendix A, Section 7 of DIR Contract No. DIR-SDD-2125.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Failure of either party to exercise its rights under this agreement shall not constitute a waiver of such rights.

If any provision of DIR Contract No. DIR-SDD-2125 or this Agreement, including the breadth or scope of such provision, shall be held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, or part thereof, of this Agreement and such remaining provisions, or part thereof, shall remain enforceable and binding

The Customer's remedies in this agreement are exclusive.

The provisions of articles 8, 9, 12, 13, 14, 15, 16 and 17 shall survive termination of this Agreement.

The Customer acknowledges that it has read DIR Contract No. DIR-SDD-2125 and this agreement, and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals whether oral or written and all other communications between the parties relating to the subject matter of this agreement.



Software License and Maintenance Agreement

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

Customer: _____

MicroPact Global, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

MicroPact Software License and Maintenance Agreement Schedule A - Products

This is Schedule A referred to in the MicroPact Software License and Maintenance Agreement entered into between MicroPact and Customer. This schedule as approved by both MicroPact and Customer shall be incorporated into and be subject to all the terms and conditions of DIR Contract No. DIR-SDD-2125 and the MicroPact Software License and Maintenance Agreement.

MicroPact Software products may be licensed individually or in combinations as required. Only the following products and services are licensed under this MicroPact License and Maintenance Agreement. The current prices are noted beside each product.

License Fees

Product	Unit (s)	Qty	Cost	Extended Cost
VERSA Regulation 3	Base License			
	Named Users Tier 1			
	Named Users Tier 2			
	Named Users Tier 3			
VERSA Mobile	Base License			
	Named Users			
VERSA Online	Base License			
	License Types			
VERSA Analytics	Base Fee			
	Named Users			
License Fees				

Annual Maintenance and Support Fees ¹

Product	Unit (s)	Qty	Cost	Extended Cost
VERSA Regulation	Base Fee			
	Named Users			
VERSA Mobile	Base Fee			
	Named Users			
VERSA Online	Base Fee			
	ISU Fees ²			
VERSA Analytics	Base License			
	Named Users			
Annual Maintenance and Support Fees				

¹ Note:

Customer may engage MicroPact to develop customizations during or after the project through the Project Change Request procedure. These customizations will be priced in the Project Change Request documentation and subject to Customer approval. Customizations proposed will also indicate the annual maintenance fee applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Annual maintenance fees applicable to all new customizations will be prorated for their first maintenance period and thereafter billed annually in advance together with other annual maintenance fees.

MicroPact Software License and Maintenance Agreement

Schedule A - Products

² Note:

Annual maintenance fee for VERSA Online is calculated on a tiered pricing basis. Total maintenance is a combination of a base fee and a variable Internet Service Unit (ISU) fee depending upon the number of business services offered by the Customer through VERSA Online. One ISU is defined as one business service (e.g. renewal, complaint, address change, license verification, etc.) offered for one license type (e.g. nurse, barber, pharmacy, etc.) through VERSA Online.

³ Note:

VERSA Regulation includes Workflow, DataMart, Batch Scheduler, and Correspondence.

VERSA Online ISU Fee Table

Tier	Variable Fee (Per ISU)
Tier 1 - 001-100 Internet Service Units	
Tier 2 - 101-500 Internet Service Units	
Tier 3 - 501-1500 Internet Service Units	
Tier 4 - 1,500 and up Internet Service Units	

Total license fees will be billed upon delivery of software at commencement of implementation project. It is Customer's responsibility to report on a monthly basis to MicroPact if the number of named agency users, license types or service units exceeds the number of paid licenses. MicroPact will invoice for any incremental license fees and pro-rated maintenance fees upon receipt of this report. No refunds are applicable in the event the number of named users is less than the number of paid licenses. In the event of cancellation, no refunds of maintenance fee apply. Users may not share licenses.

Annual maintenance fees are billable in advance annually. The first annual maintenance fee is payable upon written acceptance of system for "Go Live" or first production use and thereafter every 12 months after the first anniversary. MicroPact will provide an updated annual maintenance fee schedule not less than 60 days prior to it taking effect.

Other notes:

1. VERSA Online requires the licensing of the VERSA Regulation Base System. VERSA Online license fee is for unlimited Public users.
2. Public Users are defined as any user not a part of the Customer's work force. Customer's work force includes the workforce of related stakeholders such as other government agencies/departments or industry partners. Non-public users have unlimited use of VERSA Online provided they have a paid up license for the VERSA Regulation Base System.
3. VERSA DataMart requires the licensing of VERSA Regulation. This license fee allows unlimited use by paid up named users of VERSA Regulation Base System.
4. Customer may develop extensions or additions to the MicroPact products. If these extensions or new functionality reference VERSA Regulation functionality or database then the users of this extended or new functionality require a VERSA Regulation paid up user license.
5. Customizations may require additional development work that is not included in the annual maintenance services in order to take advantage of software updates that are periodically distributed and new products as they may be developed.

MicroPact Software License and Maintenance Agreement

Schedule B - Escrow

This is Schedule B referred to in the MicroPact Software License and Maintenance Agreement entered into between MicroPact and Customer. This schedule as approved by both MicroPact and Customer shall be incorporated into and be subject to all the terms and conditions of DIR Contract No. DIR-SDD-2125 and the MicroPact Software License and Maintenance Agreement.

Upon expiration of the warranty period and provided Customer has made all payments in full of all amounts owing by the Customer to MicroPact, Customer may request that MicroPact enter into a Source Code Escrow Agreement to govern the deposit of source code with respect to the MicroPact Software with a qualified software escrow agent. Escrow agent costs are the responsibility of the Customer. The following provisions and such other usual provision as agreed to by the parties shall be embodied in the Source Code Escrow Agreement:

MicroPact shall deliver to the escrow agent a sealed copy of source code for the then current version of MicroPact Software. From time to time and for so long as this Agreement is in good standing and annual maintenance fees are paid and as updated versions of MicroPact Software are delivered to Customer, MicroPact shall also deliver updated source code to the escrow agent. Upon receipt of an updated version of the source code the escrow agent shall return the previous version of the source code. The escrow agent shall be bound by the confidentiality and security provisions of this Agreement. MicroPact Software source code shall be safeguarded until a Default Event occurs. A Default Event is one or more of the following occurring while this Agreement is in good standing.

- a) MicroPact is dissolved or ceases doing business as a going concern;
- b) MicroPact has a receiver, administrator or manager of its property, assets, or undertakings appointed in such circumstances as would substantially affect the Customer's continuing use of MicroPact Software; or
- c) MicroPact ceases or is unwilling without cause or justification, to provide support of MicroPact Software in such a manner as to substantially affect the Customer's continuing use of MicroPact Software.

If the escrow agent receives a statutory declaration (Notice of Default) from the Customer it shall promptly notify MicroPact with the details. Unless within 60 days MicroPact files with the escrow agent an affidavit to the effect that no Default Event has occurred or that such event has been cured, the escrow agent shall deliver to Customer the MicroPact Software source code. The escrow agent shall not retain any copies of MicroPact Software. The Customer shall receive the MicroPact Software source code under the same terms and conditions as contained in this agreement. No third party shall be given access to MicroPact Software proprietary materials under any circumstance. In the event annual maintenance fees are not paid when due, the MicroPact Software source code shall be returned to MicroPact.

MicroPact Software License and Maintenance Agreement

Schedule C - Maintenance

This is Schedule C referred to in the MicroPact Software License and Maintenance Agreement entered into between MicroPact and Customer. This schedule as approved by both MicroPact and Customer shall be incorporated into and be subject to all the terms and conditions of the DIR Contract No. DIR-SDD-2125 and this Agreement.

1. Annual Maintenance Services

MicroPact will provide Annual Maintenance services for the MicroPact Software products providing the MicroPact Software License and Maintenance Agreement is in good standing and all annual maintenance fees are paid when due. Maintenance fees are due upon the earlier of the date of first production use of the MicroPact Software or twelve months after first installation of the MicroPact Software into the Customer's development environment. Thereafter maintenance fees must be paid in advance by each anniversary date.

Annual Maintenance services shall consist of the following:

- a) Reasonable telephone support regarding function and use of MicroPact Software;
- b) Analysis and correction of reported software malfunctions; and
- c) Software updates to the MicroPact Software as released from time to time by MicroPact.

Customer is responsible to assist MicroPact in resolving software malfunctions by providing information and evidence of the malfunction and having appropriately qualified personnel available to answer questions and perform remedial functions. MicroPact is not responsible for correcting operational or infrastructure issues.

No works for hire are created under this Agreement.

2. Customer Responsibilities

Customer is responsible to exercise good operating practices using approved infrastructure and appropriately trained and supervised personnel. An effective and reliable back up schedule and process must be in place. Customer is responsible for implementing appropriate security and control procedures. MicroPact is not responsible for lost or corrupted data under any circumstances.

3. Maintenance Procedures

In order to promote the efficient use of the MicroPact Software the following procedures shall apply:

- It is the responsibility of Customer to follow MicroPact published help desk processes;
- Customer will designate staff as MicroPact Software coordinators who will first attempt to resolve any issue that arises. Only these authorized MicroPact Software coordinators may originate a help desk ticket to MicroPact;
- Customer will use prudence in assigning priority levels of help desk tickets and be available for consultation with MicroPact representatives assigned to resolve the ticket.
- Maintenance shall only be provided on unmodified versions of the MicroPact Software operating on MicroPact supported versions of hardware, database and operating systems.

MicroPact Software License and Maintenance Agreement

Schedule C - Maintenance

4. Annual Maintenance Fee

Annual Maintenance fees shall be as set out in Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2125. It is Customer's responsibility to report on a monthly basis to MicroPact when the number of users utilizing the MicroPact Software exceeds the number of paid licenses for the MicroPact Software. If additional users are added to use the MicroPact Software, MicroPact will bill and Customer shall pay additional Annual Maintenance Fees on a prorated basis, according to Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2125. No refunds are applicable in the event the actual number of users is less than the number of paid licenses. Users may not share licenses.

Customer agrees to allow MicroPact reasonable access to Customer's computer system in order to confirm user counts. In the event of cancellation no refunds of Annual Maintenance fees will apply.

5. Other Professional Services

Annual Maintenance services do not include the following items but MicroPact will provide such services on the basis of the Change Control process (as set out in Schedule C - Services) and may be provided on a time and materials basis or a fixed fee basis:

- Changes to set-up or configuration
- Database administration services
- Infrastructure support
- Customer staff training
- Implementation, conversion or acceptance testing of software updates
- Operations support
- New employee training
- Enhancements or customizations to the MicroPact Software

MicroPact Software License and Maintenance Agreement

Schedule D - Services

This is Schedule D referred to in the MicroPact Software License and Maintenance Agreement entered into between MicroPact and Customer. This schedule as approved by both MicroPact and Customer shall be incorporated into and be subject to all the terms and conditions of DIR Contract No. DIR-SDD-2125 and the Agreement.

1. Agreement

Services provided by MicroPact shall be defined in: a MicroPact proposal accepted by Customer; a Project Change Request substantially in the form as attached hereto; or an approved Customer Purchase Order, collectively called Work Orders. If MicroPact provides services at the request of the Customer in the absence of an executed Work Order all services actually performed by MicroPact shall be deemed to have been performed under a Work Order and all terms and conditions of DIR Contract No. DIR-SDD-2125 and this Agreement shall apply.

2. Description of Services

Each Work Order shall include a clear description of the services to be performed including the estimated time frame for completion.

The Customer may from time to time make changes to the services description. In each instance the change must be in writing and be accepted by MicroPact to be effective and if such changes affect other provisions of the Work Order then a revised Work Order shall be executed.

Customer may terminate any individual Work Order in whole or in part upon notice in writing to MicroPact whenever Customer determines that the termination is in its best interests. Termination shall be effective four days after receipt of the written notice. During these four days MicroPact will endeavor to minimize Work Order costs including costs for securing control of work products and returning personnel to their reporting office. Customer will be responsible for paying for all work performed to the effective termination date together with all costs incurred and paid or payable by MicroPact under the Work Order.

3. Fees

For each Work Order MicroPact shall provide either a time and materials estimate or a fixed fee quotation. This estimate or quotation is subject to change if the services to be performed change. MicroPact will not exceed estimates provided without prior approval by the Customer. Customer is not responsible for payment of MicroPact fees in excess of the current or revised estimate however if Customer does not approve within fifteen days of notification by MicroPact that additional fees are required to complete the deliverable then the costs already incurred become immediately billable.

MicroPact shall bill Customer according to the fee schedule included on the Work Order. Fees including any disbursements are payable in accordance with Appendix A, Section 7 of DIR Contract No. DIR-SDD-2125.

4. Acceptance

The Customer has 15 days after delivery to accept or reject each deliverable or resubmission of a deliverable. Any deliverable rejected must be accompanied by the reasons for rejection and if appropriate a suggestion for resolution. Any deliverable where no response has been received from Customer within 15 days or where the deliverable or any part thereof has been put into production the deliverable will be deemed to have been accepted in full.

MicroPact Software License and Maintenance Agreement

Schedule D - Services

5 Limitation of Liability

Limitation of Liability will be handled in accordance to Appendix A, Section 9K of DIR Contract No. DIR-SDD-2125.

6. Confidentiality

Customer shall not provide or otherwise make available any information about the Software including without limitation, flow charts, logic diagrams, data schemas, screen presentation, user manuals, or computer instructions in any form, to any third party without written permission from MicroPact. The Software includes the base system as well as any enhancements, customizations, conversion programs, or interfaces provided or disclosed by way of services.

Customer will use all reasonable precautions and take all necessary steps to prevent the Software from being acquired by unauthorized persons. Customer will take appropriate action by instruction, agreement, or otherwise, with any persons permitted access to the Software so as to enable Customer to satisfy its obligations under this agreement. Customer will not create, or attempt to create, or permit or help others create, the source code from the licensed programs and materials pursuant to this agreement.

The Software and every portion thereof, are the property of MicroPact and constitute confidential information and processes that are valuable trade secrets and proprietary information of MicroPact and the computer programs and materials shall only be used by and for the Customer and only while licensed hereunder.

7. Ownership

Customer shall have a non-exclusive, non-transferable, license to use any enhancements or customizations to the Software on the same terms and conditions as apply to the original Software as set out in this Agreement. No statement or recommendation made or assistance provided by MicroPact shall constitute a waiver by MicroPact of any of the provisions herein. No warranty is provided on MicroPact services except to the extent provided for herein related to development of software.

MicroPact may utilize freely any and all ideas, concepts, methods, know-how, computer code, or techniques developed during the performance of any services. The services provided by MicroPact are provided on a non-exclusive basis.

This is Schedule E referred to in the MicroPact Software License and Maintenance Agreement entered into between MicroPact and Customer. This schedule as approved by both MicroPact and Customer shall be incorporated into and be subject to all the terms and conditions of DIR Contract No. DIR-SDD-2125 and the Agreement.

- 1. GRANT OF LICENSE.** MicroPact grants you a nonexclusive and limited use license to use the Business Objects Software products and functionalities for which you have paid the applicable fees solely for use with MicroPact Software and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to the Customer.

“Business Objects” is the company from whom you are purchasing the Software or related services, through MicroPact.

- 2. INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Business Objects may control the number and type of licenses and the use of the Software by key codes.

3. LICENSE TYPES AND DEFINITIONS.

3.1. Named User License (“NUL”). When the Software is licensed on a Named User basis, each individual Named User must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software. NUL(s) are assigned to a single Deployment and may not be shared among different Deployments.

3.2. Restricted License. You may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or processed by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.

3.3. Update License. If you received the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

Customer is hereby granted a sublicense to use Business Objects Enterprise XI Premium Edition (Business Objects Software) software and development tools provided by MicroPact in conjunction with the Software which use is subject to the following conditions required by Business Objects:

- a) Use of Business Objects Software is restricted to use with MicroPact Software object code only;
- b) Customer is prohibited from (i) any transfer of Business Objects Software except for temporary transfer in the event of computer malfunction; (ii) assignment, timesharing and rental of Business Objects Software and (iii) receiving title to Business Objects Software;
- c) Customer is prohibited from the reverse engineering, disassembly or decompilation of Business Objects Software and duplication of Business Objects except for a single backup or archival copy;
- d) Customer disclaims, to the extent permitted by applicable law, Business Objects' liability for any damages, whether direct, indirect, incidental or consequential, arising from the use of Business Objects;
- e) Customer will, at the termination of this Agreement, discontinue use and destroy or return to MicroPact all copies of Business Objects Software and it's documentation;
- f) Customer will comply fully with all relevant export laws and regulations of the United State of America to assure that neither Business Objects Software, nor any direct product thereof, are exported, directly or indirectly, in violation of United States Law; and

Customer acknowledges that Business Objects is a third party beneficiary of this Agreement.