

SOFTWARE TECHNOLOGY, INC.
END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: THIS END USER SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN SOFTWARE TECHNOLOGY, INC, A NEBRASKA CORPORATION (“LICENSOR”), AND THE END-USER (“YOU”). PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THE PRODUCT UNIT TO LICENSOR OR LICENSOR’S RESELLER, AS APPLICABLE.

THIS AGREEMENT GOVERNS THE USE OF THE FOLLOWING LICENSOR PRODUCTS: PracticeMaster, Tabs3 Billing, Tabs3 Report Writer, Tabs3 Billing Remote, all data collection device programs of Licensor, Taskbill, Tabs3 Financial (General Ledger, General Ledger Report Writer, Accounts Payable and Trust Accounting) and STI Server.

ARTICLE 1
DEFINITIONS/RULES OF CONSTRUCTION

1.1 Definitions. As used in this Agreement:

(a) “Computer” means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

(b) “Intellectual Property Rights” means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction.

(c) “Internal Network” means a group of Workstations connected in such a way that they can send information back and forth between themselves and are accessible only by Your employees and permitted independent contractors. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

(d) “Permitted Number” means the total number of concurrent users or the total number of timekeepers, as applicable, permitted by the built-in restrictions of the Software when You receive such Software, as set forth in the receipt you obtain from Licensor or its authorized reseller, and the “About” section of the “Help” drop-down menu of the Software.

(e) “Product Unit” means a single retail-ready package containing one (1) copy of the Software in object code format stored on a single tangible medium, the Documentation, packaging, and/or other items related thereto and delivered therewith.

(f) “Server” means the Computer(s) that control the Internal Network and can provide services and resources to each Workstation.

(g) “Software” means (i) the Licensor or third party software and other computer information with which this Agreement is provided; (ii) related explanatory written materials and files, as modified from time to time by Licensor in its sole discretion (“Documentation”); and (iii) any modified versions and copies of, and upgrades, Updates and supplements to, such information, provided to You by Licensor at any time.

(h) “Updates” mean those versions of the Software products that Licensor, at its discretion, deems to be logical improvements or extensions to the Software products and that have been released for general commercial distribution.

(i) “Workstation” means a Computer that is connected to an Internal Network and can process data and applications locally or access data and applications on the Internal Network.

1.2 Construction. “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Articles”, “Exhibits” or “Sections” shall mean Articles, Exhibits or Sections of this Agreement, unless otherwise expressly indicated. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

ARTICLE 2 **LICENSE**

2.1 License Grant. If You obtained the Software from Licensor or one of its authorized resellers, Your receipt and the “About” section of the “Help” drop-down menu of the Software reflects Your permitted use of such Software. Each type of permitted use is described in further detail below. As long as You comply with the terms of this Agreement, Licensor grants You a non-exclusive and non-transferable license to use the Software in the manner permitted, and as described in the Documentation.

2.2 Network Installation or Access. You may only install and access the Software on Your Internal Network, as described in this Article 2, or utilize a Hosting Service Provider, as described in Article 3. No other network installation or access (either directly or through commands, data or instructions) is permitted, including: (i) for enabling web hosted workgroups or services available to the public, (ii) by any individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Licensor, (iii) as a component of a system, workflow or service accessible by more than the Permitted Number of users or timekeepers, as applicable, or (iv) for operations not initiated by an individual user (e.g., high-volume automated server processing of wire feed content).

2.3 Installation and Use on Your Internal Network. You may install and use the Software on only one of Your compatible Workstations or on only one Server within Your Internal Network for the purpose of downloading, installing and using the executable files on Your compatible Workstations within the same Internal Network or, You may have a Hosting Service Provider (as defined below) provide the Hosting Services (as defined below) as expressly set forth in Article 3 below.

2.4 Tabs3 Billing Remote Installation and Use. In the event You procure a license of Licensor’s Software called “Tabs3 Billing Remote”, You may install and use Tabs3 Billing

Remote on up to ten (10) Workstations at one physical location/office. In the event that You desire to install Tabs3 Billing Remote on more than ten (10) Workstations at one physical location/office, or at more than one physical location/office, You are required to procure additional licenses from Licensor or its authorized reseller.

2.5 PracticeMaster Briefcase Installation and Use. In the event You procure a license of Licensor's Software called "PracticeMaster Briefcase", You may install and use PracticeMaster Briefcase on up to the Permitted Number of Your compatible Workstations at one physical location/office. In the event that You desire to install PracticeMaster Briefcase on more than the Permitted Number of Your compatible Workstations at one physical location/office, or at more than one physical location/office, You are required to procure additional licenses from Licensor or its authorized reseller.

2.6 Tabs3 Palm Software Installation and Use. In the event You procure a license of Licensor's Software called "Tabs3 Palm Software", You may install and use the Tabs3 Palm on any of Your compatible Palm hand-held devices.

2.7 Backup Copies. If You install the Software on Your Internal Network, You may make two (2) backup copies of the Software, provided Your backup copies are not installed or used other than for archival purposes. Licensor recognizes that You may use a third party service provider to perform backup services with respect to the Software or Your data (the "Backup Provider"). Any backup of the Software by You or the Backup Provider that includes the Software's executable code must be performed on equipment in the possession or under the control of You or the Backup Provider in the United States or Canada. You are responsible for the compliance of the Backup Provider with all applicable obligations You have under this Agreement, including those set forth in Sections 2.9 and 2.10, and any breach by the Backup Provider shall be deemed to be a breach by You.

2.8 Intellectual Property Ownership. You acknowledge that Licensor owns all right, title and interest, including all Intellectual Property Rights, in and to the Software and any authorized copies thereof. Except as expressly stated herein, this Agreement does not grant You any Intellectual Property Rights in the Software and all rights not expressly granted are reserved by Licensor. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Licensor. The Software is protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provision.

2.9 Restrictions on Use.

(a) Data Set. All Your active data is required to be located on only one Workstation or on only one Server within Your Internal Network and You are only permitted to have one active data set.

(b) Number of Concurrent Users/Timekeepers. Except as specifically set forth in Sections 2.5, 2.6 and/or 2.7, as applicable, the total number of concurrent users or the total number of timekeepers, as applicable, permitted to use the Software may not exceed the Permitted Number.

(c) Notices. You may not copy the Software except as set forth in Section 2.7. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices that appear on or in the Software.

(d) No Modifications. You may not modify, adapt, alter, translate, or create derivative works based on the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

(e) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and may be provided to You on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to You as a single product to be used as a single product on Computers as permitted by this Article 2. You may not unbundle or repackage the Software for distribution, transfer or resale.

(f) No Service Bureau Use. You may not use the Software in a service bureau, rental or time-sharing arrangement.

(g) No Transfer. YOU MAY NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER YOUR RIGHTS IN THE SOFTWARE, OR AUTHORIZE ANY PORTION OF THE SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL'S OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE PERMITTED HEREIN.

2.10 Unauthorized Use and Compliance. Except for Your limited right to engage a Hosting Service Provider to provide the Hosting Services as set forth in Article 3 below, You shall take reasonable efforts to prevent use of the Software by any person or entity other than You. You shall use all reasonable efforts to see that employees, agents, assigns or other persons under Your direction or control (including Your Hosting Service Provider, if applicable) who have access to the Software or Documentation abide by the terms and conditions of this Agreement. You shall notify Licensor immediately in writing of any unauthorized use.

2.11 Third Party Agreements. Certain software, or portions thereof, accessed through, used in connection with or included in the Software may be subject to the terms and conditions of other third party agreements (collectively, "Third Party Agreements") which contain terms that may expand (or restrict) Your and/or third parties' rights to use certain portions of the Software (collectively, "Third Party Software"). The Third Party Agreements, any related documentation and other information about all such Third Party Software are available at the website <http://support.tabs3.com/main/R10348.htm> or its successor website(s). You acknowledge and agree that You have read, understood, and agree to the terms and conditions of each such Third Party Agreement. The Third Party Agreements may permit You and/or third parties to copy, modify, redistribute and have access to the source code of the Third Party Software portions of the Software. To the extent the terms and conditions of any Third Party Agreement are inconsistent with or contradictory to the terms and conditions of this Agreement, then the terms and conditions of the Third Party Agreement shall prevail and control, only insofar as they apply to any Third Party Software included within the Software.

ARTICLE 3 **LIMITED HOSTING RIGHTS**

3.1 Hosting. Subject to the terms and conditions of this Agreement, You shall have the right to have a hosting service provider (the "Hosting Service Provider") with a hosting and data center located in the United States or Canada (the "Hosting Center") (a) install and host a single installation of the Software on hosting equipment (the "Hosting Equipment") at the Hosting Center, and (b) deliver and provide access to the Software solely to you (the "Hosting Services").

3.2 Limitation and Restrictions on Hosting. The engagement of a Hosting Service Provider does not modify or delete Your obligations to Licensor, including those set forth in Sections 2.2, 2.7, 2.8, 2.9 or 5.6. You are responsible for the compliance of the Hosting Service Provider with all such obligations, as well as the following additional obligations, and any breach by the Hosting Service Provider shall be deemed to be a breach by You.

(a) Any backup of the Software that includes the Software's executable code must be performed on equipment in the possession or under the control of the Hosting Service Provider in the United States or Canada.

(b) If the Hosting Service Provider has a redundant or mirrored live copy of the Software on hosting equipment (which is permitted so long as such hosting equipment is located in the United States or Canada), You may only use either the original installed Software or the redundant/mirrored live copy (but not both) at any one time, and the redundant or mirrored live copy of the Software must contain an identical data set to that of the original installed Software.

3.3 Recommended Due Diligence. For the mutual benefit of You and Licensor, Licensor hereby recommends that You perform the necessary due diligence to ensure that the Hosting Service Provider utilizes security protections that comply with current industry standards in the United States or Canada. At a minimum, these security protections would include (a) providing You with Internet access to the Software through a combination of protected usernames and password(s) or through anonymous access and appropriate usage monitoring, and (b) implementing or maintaining the following security measures to prevent unauthorized access to the Software:

(a) 7 x 24 data center security, which requires authorization by personal identification;

(b) 3rd party access to Hosting Service Provider equipment will require Hosting Service Provider escort;

(c) Hosting Service Provider equipment and the Server are contained in locked enclosures;

(d) Administrator access to Server is password protected; and

(e) End User access to Software requires a username and password, authenticated by a directory Server.

3.4 Assistance with Maintenance and Support for Hosting Services. You and the Hosting Service Provider are solely responsible for the performance of the Software as it is integrated with the Hosting Equipment. Upon Your reasonable request, Licensor may (at its sole discretion) assist in resolving issues with the use and performance of the Software arising from the Hosting Services, and reserves the right to charge You for such assistance at its then-current support rates. Licensor does not warrant or guarantee that any of the functions of the Software will perform as stated in the Documentation in the Hosting Service Provider's hosting environment, including any integration functions with Third Party Software. If Licensor is providing maintenance and support pursuant to a Maintenance Plan, You shall take all necessary efforts to cause Hosting Service Provider to cooperate with Licensor and to promptly take commercially reasonable efforts to troubleshoot, address and resolve any such issues.

3.5 Unauthorized Access. If unauthorized access to the Software or Your data occurs while you are utilizing the Hosting Services, You will take immediate action to cause the Hosting Service Provider to use its reasonable commercial efforts to immediately remedy such security breach at Your sole expense, and You shall promptly notify Licensor of the situation.

ARTICLE 4

TECHNICAL SUPPORT AND MAINTENANCE PLAN

4.1 Software Technical Support and Maintenance Plan. Each Software License comes with automatic enrollment in the Software Technical Support and Maintenance Plan at no additional cost. Any and all technical support and maintenance services shall be provided to You pursuant to the then current terms and conditions of the Maintenance Plan. The initial term of the Maintenance Plan will be one (1) year from the date of purchase of the Software License, and shall be renewable each year thereafter at Your discretion (and upon payment of Licensor's then-current annual fee for technical support and maintenance services) and the discretion of Licensor. For the avoidance of all doubt, other than Your continued enrollment in the Maintenance Plan, Licensor is not obligated to provide any technical support or maintenance services to You in connection with the Software. If You do not continue to maintain enrollment in the Maintenance Plan, all technical support and maintenance services of the Software may, at Licensor's option, be charged at a rate of fifty dollars (\$50.00) (or the then current technical support rate established from time to time by Licensor in its sole and absolute discretion) for each fifteen (15) minutes, or portion thereof, of service time provided to You. In addition, all technical support and maintenance services provided by Licensor not otherwise covered under the Maintenance Plan (as defined below), shall be charged at a rate of fifty dollars (\$50.00) (or the then current technical support rate established from time to time by Licensor in its sole and absolute discretion) for each fifteen 15 minutes, or portion thereof, of service time provided to You.

4.2 Limitation or Termination of Technical Support and Maintenance Services. Without liability to You, Licensor may limit or terminate any technical support and maintenance services being provided to You, including any services provided under the Maintenance Plan, if You use the technical support and maintenance services or the Software in an abusive or fraudulent manner, as determined by Licensor in its reasonable discretion, and the technical support and maintenance services shall also be automatically terminated upon the termination or expiration of this Agreement.

4.3 Auto Updates. You acknowledge and agree that Licensor may automatically check the version of Software and/or its components You are utilizing and may provide certain changes and/or enhancements to the Software and/or its components that will be automatically downloaded to the Permitted Number of Workstations. Your use of the Software including any changes and/or enhancements to the Software shall be governed by this Agreement. Any Updates, changes and/or enhancements may be licensed to You by Licensor with additional or different terms including for an additional fee, as determined by Licensor in its sole and absolute discretion. You represent and warrant that Hosting Service Provider, if applicable, has been advised of Licensor's right and capability to utilize such remote capabilities and has consented thereto.

ARTICLE 5
DISCLAIMER/LIMITATION OF LIABILITY

5.1 Promotional Refund Policies and Procedures. In the event that Licensor provides a promotional money back guarantee for any Licensor product, You must strictly comply with the refund policies and procedures established by Licensor (as modified from time to time in Licensor's sole discretion) before Licensor or its authorized resellers will be obligated to refund to You the purchase price for any such Licensor product.

5.2 DISCLAIMER. LICENSOR WILL REPLACE A DAMAGED PROGRAM MASTER DISK THAT IS DELIVERED IN A MUTILATED CONDITION PROVIDED THAT THE DAMAGED DISK IS RETURNED WITHIN 10 DAYS FROM DATE OF PURCHASE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM THAT CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, LICENSOR AND ITS RESELLERS PROVIDE THE SOFTWARE AND ACCESS TO ANY WEBSITES, ONLINE SERVICES AND CD SERVICES, IF ANY, "AS-IS" AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3 DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES OR RESELLERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A LICENSOR OR RESELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, LICENSOR'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND RESELLERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Any cause of action brought by You under this Agreement, whether in contract, tort or otherwise, shall be commenced no later than one (1) year after such right of action accrues and may not be extended for any reason. This limitation of liability and risk is reflected in the price of the Software. The prevailing party in any claim made under this Agreement shall be entitled to its reasonable costs and attorneys' fees.

5.4 Indemnification. You shall indemnify, hold harmless and defend the Licensor and its respective affiliates, resellers, directors, employees, agents or representatives against any liability, damages, penalties, fines, judgments, amounts paid in settlement and reasonable costs and expenses (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any of the following: (i) any negligent or willful act or negligent or willful omission by You or Your affiliates, directors, employees, agents, or representatives; (ii) any

breach by You of this Agreement; (iii) any violation by You or Your affiliates, directors, employees, agents, or representatives of any local or foreign law, or any rule or regulation of any governing authority; (iv) the use or combination of the Software with other products, devices or software (including the Hosting Equipment) by You, or Your affiliates, directors, employees, agents, or representatives; or (v) Your engagement of the Hosting Service Provider to provide Hosting Services.

In the event that Licensor is seeking indemnification pursuant to this Section, Licensor shall give notice to the You of any claim for which it is seeking indemnity under this Section (a "Claim"), but failure to give such notice shall not relieve You of any liability hereunder (except to the extent that You have suffered actual prejudice thereby). Licensor shall provide all necessary and required information and reasonable assistance regarding any such Claim.

5.5 Credit Card Processing. Subject to Section 5.2 of this Agreement, certain Software products may permit You to process and accept payments from Your customers via financial services cards issued by VISA, MASTERCARD, DISCOVER and/or other financial service card organizations including debit point of sale networks; provided, however, that You meet the eligibility requirements established from time to time by the merchant bank TSYS Merchant Solutions, other merchant banks or other third parties, as applicable, that may agree from time to time to support and provide credit card processing and related services that integrate with the Software (the "Merchant Bank"). In the event the Software product You are licensing pursuant to this Agreement may permit You to process and accept payments from Your customers via such financial services cards from the Merchant Bank, You authorize Licensor to provide the Merchant Bank with Your or Your Hosting Service Provider's, if applicable, contact information including Your or Your Hosting Service Provider's, if applicable, name, telephone number and address. Licensor does not control or accept responsibility for credit card processing or related services provided by any Merchant Bank. Any dealings between You, Your Hosting Service Provider and any such Merchant Bank in any way connected with use of the Software and any other terms, conditions, warranties or representations associated with such dealings, are solely between You, Your Hosting Service Provider and any such Merchant Bank. ANY AND ALL OF YOUR OR YOUR HOSTING SERVICE PROVIDER'S DEALINGS WITH ANY SUCH MERCHANT BANK ARE AT YOUR SOLE RISK, COST AND EXPENSE. You agree to hold harmless Licensor, its affiliates and resellers and each of their respective partners, officers, directors, employees and agents and the successors and assigns of each of them, from any and all claims, damages (including attorney fees), demands, actions or causes of action of any kind or nature, whether known or unknown, arising out of or relating to Your or Your Hosting Service Provider's, if applicable, dealings with any such Merchant Bank.

5.6 Third Party Software. You acknowledge that Licensor does not give any warranties (and expressly disclaims any and all warranties), express or implied, grant any license or right or give a covenant not to sue, or grant any other rights, including Intellectual Property Rights, with respect to any Third Party Software accessed through, used in connection with or included in the Software. Notwithstanding anything to the contrary in this Agreement, this Agreement does not and shall not be interpreted or construed to include any representation or warranty that the Third Party Software, or the use thereof, whether alone or in combination with other hardware, software, apparatuses, or methods, is or will be free from infringement of any Intellectual Property Rights or other rights of third parties. Licensor disclaims any and all liability arising from the use of such Third Party Software, including claims of infringement of third party Intellectual Property Rights or other rights arising out of or relating to such Third Party Software.

You assume all risk and liability arising from Your or Your Hosting Service Provider's use, copying and distribution of such Third Party Software.

5.7 Pre-release Software Additional Terms. If the Software is pre-commercial release or beta software ("Pre-release Software"), then this Section applies. The Pre-release Software is a pre-release version, does not represent final product from Licensor, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Licensor may never commercially release the Pre-release Software. If You received the Pre-release Software pursuant to a separate written agreement, such as the Software Technology, Inc. Beta Test Software License Agreement, Your use of the Pre-release Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by Licensor or upon Licensor's commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5.2 and 5.3 AND THE SOFTWARE TECHNOLOGY, INC. BETA TEST SOFTWARE LICENSE AGREEMENT, AS APPLICABLE, FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN PRE-RELEASE SOFTWARE.

5.8 Trial, Product Sampler, NFR Additional Terms. If the Software is trial, starter, not for resale or product sampler (collectively, "Trial Software"), then this Section applies. If You received the Trial Software pursuant to a separate written agreement, such as the Software Technology, Inc. Trial Software License Agreement, Your use of the Trial Software is also governed by such agreement. The Trial Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for Your commercial purposes. YOUR USE OF TRIAL SOFTWARE IS AT YOUR OWN RISK. SEE SECTIONS 5.2 and 5.3 AND THE SOFTWARE TECHNOLOGY, INC. TRIAL SOFTWARE LICENSE AGREEMENT, AS APPLICABLE, FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN TRIAL SOFTWARE.

5.9 Time Out Software Additional Terms. If the Software is a timeout version then it will cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by Licensor upon Your acquisition of a full retail license. ACCESS TO ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE OR ANY PRODUCT ASSOCIATED WITH SUCH SOFTWARE IS ENTIRELY AT YOUR OWN RISK.

ARTICLE 6

ONLINE SERVICES

6.1 Online Services. The Software may rely upon or facilitate Your access to websites maintained by Licensor or its affiliates or third parties offering goods, information, software or services ("Online Services"). Your access to and use of any website or online services is governed by the terms, conditions, disclaimers and notices found on such site or otherwise associated with such services, for example, the Terms of Use located at <http://www.tabs3.com/legaltermsofuse.html>. Licensor may at any time, for any reason, modify or discontinue the availability of any website or Online Services.

6.2 Third Party Online Services. Licensor does not control, endorse or accept responsibility for websites or Online Services offered by third parties. Any dealings between You and any third party in connection with a website or Online Services, including delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party. EXCEPT AS

EXPRESSLY AGREED BY LICENSOR OR ITS AFFILIATES OR A THIRD PARTY IN A SEPARATE AGREEMENT, YOUR USE OF WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS OF SECTIONS 5.2 AND 5.3.

ARTICLE 7 **TERMINATION/COMPLIANCE**

7.1 Termination. This Agreement is effective until terminated. Termination of this Agreement constitutes termination of the licenses granted herein. This Agreement will automatically terminate if You fail to comply with any term or condition of this Agreement or if You cease to use the Software with no intent to resume use. Upon termination of this Agreement for any reason, You are obligated to immediately return the Software to Licensor together with all copies in any form (including any copies that may be in the possession or under the control of a Backup Provider or a Hosting Service Provider).

7.2 Communication of Agreement. You agree to communicate the terms and restrictions contained in this Agreement to all persons under Your employment, direction or control who have access to the Software, and to require such persons to adhere to the applicable terms of this Agreement, including, but not limited to, the provisions related to Confidential Information and Restrictions on Use.

7.3 Compliance with Licenses. You agree that upon request from Licensor or its authorized representative You will within thirty (30) days fully document and certify that use of any and all Licensor Software at the time of the request is in conformity with Your valid licenses from Licensor.

7.4 Taxes. You shall pay any applicable taxes in respect of the licenses granted and fees paid in connection with this Agreement.

7.5 Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, You represent and warrant that You are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Libya, Cuba and North Korea) and that You are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if You fail to comply with the terms of this Agreement.

7.6 U.S. Government End Users. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government end users acquire the Software (a) only as "commercial items" and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

ARTICLE 8

NOTICES

8.1 Notices. Except for requests for support services related to the Software, any notice required or permitted to be given under this Agreement shall be validly given, made or served if in writing and delivered personally by hand, by a nationally recognized overnight courier service (i.e., FedEx or United Parcel Service), by United States certified or registered first class mail, postage prepaid with return receipt requested. Each such notice or other communication shall be effective if delivered (a) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section; or (b) by United States certified or registered first class mail, on the date appearing on the return receipt therefore. In the event that a party is unable to deliver a notice or other communication due to the inaccuracy of the address provided by the other party pursuant to this Section, or the other party's failure to notify the party of a change of its address as specified pursuant to this Section, such notice or other communication shall be deemed to be effective upon confirmation by a nationally recognized overnight courier service of its failure to complete delivery to the other party's address as set forth in this Section (or other address duly given to the party by the other party in accordance with this Section).

Addresses for notices (unless and until written notice is given of any other address):

If to Licensor, to:

Software Technology, Inc.
1621 Cushman Drive
Lincoln, Nebraska 68512
Attn: Legal department

If to You, to the address provided by You at the date of purchase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Governing Law and Jurisdiction. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Nebraska without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nebraska to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state (or, if there is federal jurisdiction, the applicable federal court) courts in and for Lancaster County, State of Nebraska, U.S.A., and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.2 Transfer/Assignment. You shall not assign or transfer this Agreement, or any part thereof, whether directly or indirectly (including, without limitation, through a transfer of Your equity interests or for any other reason including bankruptcy) without the prior written consent of an officer of Licensor or a representative of Licensor authorized in writing to exercise such authority on behalf of Licensor. You and any authorized transferee must also comply with such procedures as Licensor requires and the transferee must agree to be bound by the terms and conditions of this Agreement.

9.3 Independent Contractors. The relationship of Licensor and You established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

9.4 Survival. The rights and obligations contained in Sections 2.8 (“Intellectual Property Ownership”), 2.9 (“Restrictions on Use”), 2.10 (“Unauthorized Use and Compliance”), 2.11 (“Third Party Agreements”), 3.2 (“Limitation and Restrictions on Hosting”), 3.3 (“Assistance with Maintenance and Support for Hosting Services”), 5.2 (“Disclaimer”), 5.3 (“Damages”), 5.4 (“Indemnification”), 5.5 (“Credit Card Processing”), 5.6 (“Third Party Software”), 5.7 (“Pre-release Software Additional Terms”), 5.8 (“Trial, Product Sampler, NFR Additional Terms”), 5.9 (“Time Out Software Additional Terms”), Article 6 (“Online Services”), Article 7 (“Termination/Compliance”), Article 8 (“Notices”), Section 9.1 (“Governing Law and Jurisdiction”), 9.2 (“Transfer/Assignment”), 9.3 (“Independent Contractors”), 9.6 (“Severability”), and this Section shall survive any termination or expiration of this Agreement, to the extent applicable.

9.5 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior communications, understandings, and agreements, written or oral. This Agreement may only be modified by a written agreement signed by an authorized officer of both parties.

9.6 Severability. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision specified in this Agreement shall be invalid under any applicable law, the invalid provision, or portion thereof, shall be struck and the remainder, if any, shall be deemed enforceable to the extent permitted under applicable law, and the remaining provisions of this Agreement shall be given effect in accordance with their terms.