



FairCom®

Driver License Agreement

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License:

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Subject to all the terms set forth herein, FairCom grants to Licensee and Licensee accepts the non-exclusive right to install and use the FairCom Driver Technology (comprised of the accompanying c-tree ODBC Driver dynamic link libraries ("DLL") or the c-tree Crystal Report Driver DLL, and source code - if applicable, object code, binary executable files, documentation, sample/utility programs, and media, hereinafter collectively called the "Software") for its intended purpose on a single computer in accordance with the terms of this Agreement. Licensee may use the Software on a network server only if Licensee has obtained a separate license for each terminal or computer on the network.

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14. Governing Law.

This Agreement is deemed by FairCom and Licensee to have been executed in Boone County, Missouri, and the Agreement and any subsequent amendments shall be construed in accordance with the laws of the State of Missouri. Any litigation concerning or arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of Boone County, Missouri, and Licensee hereby consents to personal jurisdiction in that forum.

15. Compliance Certification and Audit.

Upon FairCom's written request, Licensee shall, within thirty (30) days of receipt of such request, provide FairCom a letter signed by a company officer, certifying that Licensee is in full compliance with the terms of this Agreement and any Amendments hereto. FairCom may, upon thirty (30) days advance written request and by use of a certified public accountant, audit any Licensee records that are related to the use of the Software or sale of any application incorporating the Software. Licensee authorizes FairCom, or its authorized representative, to have access to any location where the Software is being used in order to perform said audit, so long as it is performed only during normal business hours and subject to reasonable security procedures, for the purpose of verifying the information provided by Licensee to FairCom. FairCom shall pay the full cost of such audit, unless it is determined by the audit that there has been an underpayment to FairCom of five percent (5%) or more by Licensee, in which case the full cost of the audit shall be borne by Licensee.

16. Severability.

Should a court of competent jurisdiction finally adjudicate any particular provision or provisions of this Agreement or any subsequent amendments thereto to be invalid, void or unenforceable, such final adjudication shall not affect the validity of any other provision set forth in this Agreement or such amendments, if any.

17. Waiver.

No failure by FairCom to exercise and no delay in exercising, any privilege, power or right set forth herein, will operate as a waiver thereof, nor will any single or partial exercise by FairCom of any such privilege, right or power set forth herein preclude further exercise by FairCom of any such privilege, right or power set forth.

18. Consent.

If at any time FairCom's consent or action is called for hereunder, it shall be at FairCom's sole and absolute discretion. All implied covenants of good faith and fair dealing are hereby disclaimed.

19. Amendments.

To become effective, any and all amendments, modifications, changes, or required consents hereunder obtained from FairCom must be in writing and signed by FairCom.

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Should this Agreement be terminated for any reason, all of Licensee's obligations and responsibilities under Sections 2,4,5,6,8,9,10,11,14,16,17 and 18 of this Agreement (including any subsequent amendments hereto) shall survive its termination.

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This Agreement constitutes the entire understanding between FairCom and Licensee with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.