

LICENSE AGREEMENT

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Do you agree to abide by the terms and conditions of this Agreement?

I agree.

I do not agree.

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The term "Software" does not include any *printed* summaries of output that you create using the Software ("Reports"), including any Reports generated by the Software using a Solution Template. The term "Software" also does not include any information you provide and include in an adaptation of a Solution Template.

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1.5. Maintenance and Support. Software maintenance service ("Maintenance") is included in your license fee for the first full year after the Effective Date ("Initial Term"). Maintenance includes all Updates, updated Documentation pertaining to the Software, and Support services. "Support" refers to the customer assistance and service Licensor provides to address usage and licensing problems and enhance your experience with the Software. All Maintenance and Support policies and rates are listed on Licensor's website. You may need to download Updates and check for other relevant information by accessing Licensor's website, which is currently <http://www.supportedintelligence.com/support>.

You can continue uninterrupted service in subsequent years by renewing your Maintenance annually. Licensor projects Maintenance fees will increase from year to year by the greater of five percent (5%) or the most recent annual percentage increase in the general Consumer Price Index. Reinstatement of lapsed Maintenance is subject to your payment of all outstanding and unpaid Maintenance for prior years at Maintenance fees in effect on the date Maintenance is re-ordered.

Customized Support and consulting services, for issues not addressed through Maintenance, are available to you under policies and rates listed on Licensor's website.

2.0 Fees.

2.1. Payment. You agree to pay Licensor the license fees set forth on the applicable schedule on Licensor's website. From time to time, Licensor may revise its price schedule, and may set different fees applicable to group and individual licensees, as well as for

academic, commercial, consulting, nonprofit, author, and government licensees. Licensor may also issue limited-term trial and test licenses at a nominal cost to specific individuals for purposes restricted to testing the Software.

2.2. Taxes. You agree to pay any sales, transfer, use or similar tax, as a result of your purchase of a license in this Software.

3.0 Term; Termination.

3.1. Term. The term of this Agreement is one year ("Initial Term") and is renewable on or around the first anniversary of the Effective Date upon payment of the applicable annual license fee.

3.2. Termination. You may terminate this Agreement at any time. However, you acknowledge that the intellectual property rights, limitations on use, limitation on liability, and other provisions survive any such termination, as stated in Section 7.12.

Should you terminate this Agreement, the license fee is nonrefundable except under the circumstances described below in Section 5.1. Except as otherwise provided in this Agreement, you agree that upon termination, you will either destroy (or permanently erase) the Software and Documentation and all copies thereof, and will provide confirmation of such actions to Licensor if requested.

4.0 Confidential Information.

4.1. Definition. "Confidential Information" shall mean all nonpublic information, whether in oral, written or other tangible form that you would consider to be confidential. However, Confidential Information does not include information that: (i) is or becomes generally available to the public other than (a) as a result of a disclosure by you or your employees (if applicable) or any other person who directly or indirectly receives such information from you or your employees or (b) in violation of a confidentiality obligation to you, or (ii) is known to Licensor on a non-confidential basis from a source which is entitled to disclose it to Licensor.

4.2. Nondisclosure and Nonuse Obligation. You agree not to disclose any Confidential Information in any Report, illustration, or example that you submit to Licensor as part of your Maintenance. If you unintentionally disclose such Confidential Information that you want to remain confidential, you will immediately notify Licensor in writing, describing the date time and information disclosed in sufficient detail that Licensor can locate it. Licensor will take such action as is reasonable and feasible to protect and/or destroy such Confidential Information.

5.0 Warranty.

5.1. Limited Warranty and Limited Remedy. Licensor warrants to you only that the Software will substantially conform to the Documentation and all specifications that reference the performance and functionality of the Software for a period of ninety (90) days from the Effective Date (the "Limited Warranty Period"), provided the Software is used with compatible computer hardware and operating systems. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. LICENSOR'S ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE, AT LICENSOR'S OPTION, EITHER TO (A) CORRECT OR HELP YOU WORK AROUND OR AVOID A REPRODUCIBLE ERROR, (B) REPLACE DEFECTIVE SOFTWARE OR (C) AUTHORIZE A REFUND, SO LONG AS THE SOFTWARE AND DOCUMENTATION ARE RETURNED WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE TOGETHER WITH A BRIEF WRITTEN STATEMENT DESCRIBING THE ALLEGED ERROR. An "Error" is a defect in the Software that causes it not to perform substantially in accordance with the limited warranty described above. Any replacement Software or Documentation will be warranted for the remainder of the original warranty period only.

5.2. No Liability of Suppliers. YOU ACKNOWLEDGE THAT YOUR RIGHTS UNDER THIS AGREEMENT ARE SOLELY AGAINST LICENSOR. NO SUPPLIER MAKES ANY WARRANTY, ASSUMES ANY LIABILITY, OR UNDERTAKES TO FURNISH TO YOU ANY SUPPORT OR INFORMATION CONCERNING THE SOFTWARE AND/OR DOCUMENTATION. YOU RELEASE ALL SUPPLIERS FROM ANY CLAIMS, DAMAGES OR LOSSES ARISING FROM THE USE OF THE SOFTWARE AND/OR DOCUMENTATION, REGARDLESS OF THE FORM OF ACTION.

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6.0 Limitation of Liability.

6.1. Acknowledgement of Uncertainty and Risks Inherent in Use. Licensor's products are intended to assist you in evaluating possible future opportunities that involve judgments, predictions, and assessments of future economic, market, and other conditions. You acknowledge that neither you nor Licensor can know with certainty the future or predict with confidence all future conditions that may

affect you. Furthermore, current economic, market, and other conditions will change in the future. If you wish to use the Software to assist in evaluating such an opportunity, you agree to exercise your best judgment when making any related decision, and acknowledge that the responsibility for such decision rests solely with you. Furthermore, you acknowledge that it is always advisable to retain competent assistance from business, legal, accounting, economic, actuarial, or other professionals as necessary when making important financial decisions.

6.2. Liability Exclusions and Limitations. IN NO EVENT SHALL EITHER PARTY OR ANY SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR LEGAL FEES, ARISING OUT OF THE USE OF THE SOFTWARE OR THE DOCUMENTATION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED THE LICENSE TOTAL FEES YOU HAVE PAID. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

7.0 General.

7.1. Governing Law; Jurisdiction; Venue; Entire Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan without regard to its conflict of laws principles. The parties exclude, in its entirety, the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. The parties stipulate and agree that any litigation between them concerning or relating to the Agreement and which includes federal statutory or federal common claims or causes of action for which exclusive subject matter jurisdiction is vested in a federal court shall be adjudicated in the United States District Court for the Eastern District of Michigan and that such Court may exercise supplemental jurisdiction over any and all state law claims or causes of action; provided, however, that any litigation which involves state law claims or causes of action, federal claims over which a state court has concurrent jurisdiction, or in the event that the designated federal court does not exercise supplemental jurisdiction over any state law claims or causes of action, shall be adjudicated in Washtenaw County Circuit Court (sitting in Ann Arbor, Michigan). You consent to personal jurisdiction in either or both the United States District Court for the Eastern District of Michigan and Washtenaw County Circuit Court. This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements. This Agreement may only be changed by written mutual agreement of the parties.

7.2. Arbitration. Except with regard to disputes that may arise out of disputes involving any form of Intellectual Property, including but not limited to rights of patent, trademark, copyright or trade secret, any disputes, controversies and claims arising out of the terms of this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Either party may initiate arbitration by filing a demand for arbitration. Disputes will be heard and determined by a single arbitrator mutually agreed upon and appointed by the parties. If the parties cannot agree on an arbitrator within one (1) month from the date arbitration is initiated, the arbitrator shall be appointed by the AAA. Neither party will communicate separately with any arbitrator. All communications between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. Arbitration proceedings shall commence within sixty (60) days of the date arbitration is initiated, unless otherwise agreed by the parties. The arbitration location shall be: Washtenaw County, Michigan. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. You agree to bear the expense of your own counsel, experts, witnesses, and preparation and presentation of proofs; except the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator(s)' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees.

7.3. Assignment. Your rights under this Agreement may not be assigned, whether by operation of law or otherwise, without the prior written consent of Licensor and any non-permitted assignment you perform will be void.

7.4. Notices. All notices permitted or required under this Agreement shall be in writing and sent by a commercial express carrier or prepaid registered or certified mail, return receipt requested, to: For Licensor: Supported Intelligence, LLC, 1555 Watertower Place, Ste. 300, East Lansing, MI 48823. For you: the contact information you supplied upon purchase of a license in the Software. All such notices shall be effective when received.

7.5. Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, your breach of this Agreement will cause Licensor irreparable damage for which recovery of money damages would be inadequate, and that Licensor shall therefore be entitled to obtain timely injunctive relief to protect Licensor's rights under this Agreement in addition to any and all remedies available at law.

7.6. No Agency; Limitation on Action. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. All legal actions against Licensor must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action first arose.

7.7. Waiver; Severability. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. All rights and remedies, whether conferred by this Agreement or by any other instrument or by law, shall be cumulative and may be exercised singularly or concurrently. If any provision of this Agreement is held

unenforceable or invalid by any law, rule, order, or regulation of any government or by the final determination of any court of competent jurisdiction, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

7.8. Vendor Selection. Licensor may retain certain third party service providers ("Vendors") to perform certain functions such as the processing of your license fee and the installation of the Software. You agree that Licensor bears no liability associated with the acts or omissions of such Vendors.

7.9. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such Section, or in any way affect this Agreement.

7.10. Government Rights. If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software is "commercial computer software" and "commercial computer software documentation," and as set forth in 48 C.F.R. 12.212 of the Federal Acquisition Regulations, and its successors, or 48 C.F.R. 227.7202 of the DoD FAR Supplement and its successors, as applicable. All U.S. Government end users acquire the Software and the Documentation with only those licenses and rights set forth in this Agreement.

7.11. Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations under this Agreement (except for the payment of money) on account of strikes, riots, insurrection, fires, flood, storm, earthquakes, explosions, war, acts or threats of terrorism, governmental action, labor conditions, material shortages, or any other cause, which is beyond the reasonable control of such party.

7.12. Survival. The following provisions will survive any termination or expiration of this Agreement: 1.3 ("Limitations on Use"), 1.4 ("Intellectual Property Rights"), 4 ("Confidential Information"), 5.2 ("No Liability of Suppliers"), 5.3 ("Disclaimer of Warranties"), 6 ("Limitation of Liability"), and 7 ("General").

7.13. Export Restrictions. You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin, including the Software and the Documentation, in any medium. You agree that you will not export or re-export the Software or the Documentation in any medium without the appropriate United States and foreign government licenses. You further acknowledge that you are knowledgeable about U.S. export licensing requirements or that you will become so prior to engaging directly or indirectly in any export transaction including the Software and/or Documentation. You hereby agree to comply with the requirements of the U.S. Foreign Corrupt Practices Act (the "Act") and shall refrain from any payments to third parties that would cause you or Licensor or Licensor's licensors to violate the Act.

8. Licensed Libraries.

8.1. Use of Software Libraries. The Software uses several software libraries for which the source code was provided through a variety of Suppliers. The Suppliers, licenses and libraries are as follows:

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