

## Software License Agreement

This is a legal agreement between you (the "RECEIVING PARTY") and Austin N.C. Inc. ("AUSTIN N.C.") (hereinafter the "Agreement"). By selecting the "OK/Yes" push button in the "Install" program, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the package and the accompanying documentation. Installation or other use of these programs indicates your acceptance of this Agreement.

### Software License

**Copyright.** AUSTIN N.C. is the copyright owner of the software program(s) (collectively, the "SOFTWARE"), or has the right to grant this license for the SOFTWARE from a third-party licensor. The ideas, procedures, processes, systems, methods of operation, and concepts that are embodied within the SOFTWARE are trade secret information of AUSTIN N.C. or licensor (collectively, the "DISCLOSING PARTIES"). Accordingly, the RECEIVING PARTY agrees to treat all trade secret information received from the DISCLOSING PARTIES in the strictest confidence.

**Grant of License.** AUSTIN N.C. grants to you the right to use the SOFTWARE. You may use the SOFTWARE on only the computer for which the license was granted. You may use the SOFTWARE on a network, provided that the access is limited to the number of computers for which you have paid the applicable license fee(s). You may make copies of the SOFTWARE solely for backup and archival purposes. You may not copy the documentation accompanying the SOFTWARE.

**Other Restrictions.** You may not rent, lease, sell, sublicense or assign the SOFTWARE to another user, but you may transfer the SOFTWARE and accompanying documentation on a permanent basis provided you retain no copies, notify AUSTIN N.C. in writing of such transfer, and the recipient of such transfer agrees to the terms of this Agreement in writing. You may not disassemble or reverse engineer any of the SOFTWARE or file formats created by the SOFTWARE or permit any other person or entity to do so.

**Termination.** This license is effective until terminated. You may terminate it at any time by returning all copies of the SOFTWARE and documentation to AUSTIN N.C. This license also terminates if you fail to comply with the terms and conditions of this Agreement.

**Server License.** The use of a server license is restricted to the physical location that owns the licensed SOFTWARE. It cannot be shared off site via any type of network connection without the express written consent of AUSTIN N.C.

**License Replacement/Transfer.** AUSTIN N.C. will replace and/or transfer a license only for customers enrolled in the Continuous Support Program ("CSP"). All license replacement/transfer requests must be made in writing and will be made at the discretion of AUSTIN N.C. Users not enrolled in CSP are not eligible for any license replacement or transfer.

**Limited Warranty.** AUSTIN N.C. warrants that the SOFTWARE will perform substantially in accordance with the accompanying documentation for a period of 90 days from the completion of installation, provided that the SOFTWARE has not been damaged or modified and is used on the computer hardware and operating system environment for which it was designed.

**Exclusive Remedies of Receiving Party.** AUSTIN N.C.'s entire liability and your exclusive remedy shall be, at AUSTIN N.C.'s option: (a) return of the license fee paid; or (b) repair or replacement of the SOFTWARE, warranted for 90 days.

**No Other Warranties.** AUSTIN N.C. disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE and accompanying documentation.

**No Liability for Consequential Damages.** In no event shall AUSTIN N.C. be liable for any lost profits, lost savings, lost data, or other special, consequential, or incidental damages arising out of or relating to any product furnished under this Agreement, even if AUSTIN N.C. has been advised of the possibility of such damages.

**Injunctive Relief.** It is agreed that in the event of any breach of this Agreement by the RECEIVING PARTY, the DISCLOSING PARTIES would be irreparably and immediately harmed, and money damages would not be sufficient remedy. Accordingly, it is agreed that the DISCLOSING PARTIES shall be entitled to injunctive relief, specific performance and/or any other appropriate equitable remedies for any such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies for the RECEIVING PARTY's breach of this Agreement, but shall be in addition to all other remedies available to the DISCLOSING PARTIES at law or in equity.

**Law to Govern; Choice of Forum.** This agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Texas, County of Travis, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Texas, Austin Division, and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waive any objection to jurisdiction or venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

**Attorneys' Fees and Court Costs.** In the event of any action or proceeding to interpret or enforce this Agreement, in whole or in part, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, disbursements and court costs.

**Licensed Product Distribution to the United States Government.** The licensed products provided under this Agreement are commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the United States Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by Department of Defense ("DOD") agencies is subject solely to the terms of the standard software license agreement as described in DFARS 227.7202.

**Software Distribution to the United States Government.** This software is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the United States Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by Department of Defense ("DOD") agencies is subject solely to the terms of the standard software license agreement as described in DFARS 227.7202. The Contractor / Licensor is Austin N.C., Inc., 505 East Huntland Drive, Suite 370, Austin, TX USA 78752.

**Rights of Third Party Licensor.** If the SOFTWARE enclosed is, or is derived from, software licensed to AUSTIN N.C. by a third-party licensor, you agree that such licensor shall be entitled to enforce the terms of this Agreement as though licensor were a party to the Agreement in the event that you violate any of its terms and AUSTIN N.C. fails to enforce the terms of this Agreement for any reason.

**Severability.** The provisions of this Agreement are severable. If any part of this Agreement is found to be invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and shall not affect the validity of the remainder, which remainder shall remain in full force. Such severance shall have effect only in the geographic area within which such court has jurisdiction.

**No Waiver.** No failure or delay by either party or any of its representatives in exercising any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege. This Agreement shall be binding upon and inure to the benefit of both parties and their directors, officers, employees, agents, successors and assigns. AUSTIN N.C. retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of AUSTIN N.C.'s rights under federal patent, trademark, copyright, or trade secret law or any other federal, state or local law.

**Entirety of Agreement.** This Agreement contains the full agreement of the parties with respect to the matters addressed herein. It supersedes all prior written or oral agreements of the parties. This Agreement may only be amended by a writing signed by the parties hereto. The captions included herein are for convenience of reference only and shall not be construed to be part of this Agreement.