<center>**SOFTWARE LICENSE AGREEMENT**</center>

This Software License Agreement (this "**License Agreement**") is effective as of the Effective Date of the applicable Order Form and is entered into by and between Selerant Corp., with a principal office at 499 7th Avenue, Floor 18 North, New York, NY 10018 ("**Company**" or "**Selerant**") and Customer.

WHEREAS, Customer desires to procure from Company, and Company desires to provide to Customer, certain Software and Maintenance Services on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1.   GRANT OF LICENSE TO SOFTWARE.

1.1.   Subject to Customer's compliance with the terms and conditions of the Agreement and the Software Documentation, Company shall grant to Customer a non-exclusive, non-transferable and non-assignable license to access and use the Software Materials specified in the applicable Order Form during the term of this License Agreement solely for Customer's internal business purposes (the "**License**"). Unless otherwise agreed by Company in writing, Customer shall not access or use the Software Materials outside of the Location.

1.2.   Except for the License, Company retains all right, title and interest in and to the Software Materials, including, without limitation, all copies of the Software Materials delivered to Customer or made by or on behalf of Customer in connection with its use of the Software Materials.

1.3.   Customer acknowledges that use of the Software requires installation and use of the Database Software. Therefore, Customer agrees to obtain all licenses to the Database Software necessary to use the Software from the developer or a licensed distributor of such Database Software. Customer may elect to buy a license to Oracle's Database Software from Selerant. If Customer chooses to do so, such license shall be subject to the terms and conditions set forth in the Oracle Software Collateral License Agreement below. Customer shall indemnify, defend and hold harmless the Company Indemnitees from any and all Losses and threatened Losses due to third party claims arising out of or in connection with Customer's use of Oracle's Database Software other than as permitted under the Oracle Software Collateral License Agreement.

2.   LICENSE RESTRICTIONS.

2.1.   The applicable Order Form shall set forth the maximum number of Named Users that are permitted to access and use the Software (the "**Permitted Named Users**"). Only Permitted Named Users are allowed to access and use the Software.

2.2.   By the Delivery Date, Company shall deliver to Customer the number of copies of the Software Materials set forth in the applicable Order Form. The Software Materials shall be delivered to Customer in the format set forth in the applicable Order Form or, if no format is set forth therein, in Company's standard format.

2.3.   Customer shall not (a) use the Software for rental, time sharing, subscription services, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Company's or its licensors' proprietary rights; (c) make the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted by Company in writing for a specific program license); (d) reverse engineer, disassemble or decompile the Software (including, without limitation, to review data structures or similar materials produced by programs); (e) duplicate the Software (except that Customer may make a sufficient number of copies of each program for the Permitted Named Users' licensed use and one copy of each program media); or (f) disclose any results of benchmark tests run on the Software.

2.4.   Customer shall comply fully with all applicable export and import laws to ensure that neither the Software Materials, nor any direct products thereof, are exported, directly or indirectly, in violation of applicable laws.

2.5.   Customer shall (a) permit Company to audit Customer's use of the Software Materials (which shall include, without limitation, the right for Company to inspect the Location, upon reasonable prior notice, for the purpose of verifying Customer's compliance with the terms and conditions of the Agreement) and (b) provide Company with reasonable assistance and access to information in the course of such audit.

2.6.   Customer acknowledges that third party technology that may be appropriate or necessary for use with the Software is specified in the applicable Software Documentation or as otherwise notified by Company and that such third party technology is licensed to Customer only for use with the Software under the terms of the license agreement specified in the applicable Software Documentation or as otherwise notified by Company and not under the terms of the Agreement.

2.7.   Customer is responsible for its employees', agents', contractors', outsourcers', customers' and suppliers' access to and use of the Software Materials and full compliance with the terms and conditions of the Agreement.

3.   LIMITATION OF LIABILITY.

3.1. Notwithstanding anything to the contrary in the Agreement, Company's maximum liability for any damages arising out of or related to the Agreement, whether in contract, tort or otherwise, shall be limited to the amount of the License Fee paid by Customer to Company for the Software under the Order Form giving rise to the liability. Notwithstanding anything to the contrary in the Agreement, Company shall not be liable for any special, indirect, consequential, incidental, exemplary or punitive damages, or any loss of profits, revenue, data or data use.

3.2. Customer acknowledges that Company does not provide legal or compliance advice. Customer is responsible for making its own assessment of its legal and regulatory requirements and whether Customer's proposed use of the Software Materials meets those requirements. In the case the Software granted with the License Agreement processes regulatory data or utilizes anyhow legislation as input data or basis of calculations and formulas, Company may provide services for its handling, managing or processing exclusively, no legal advice for the choice and interpretation of the correct applicable or base regulation is granted anyhow by Company. Customer only is therefore directly responsible for interpretation and choice of the legislations and other regulatory data processed by the Software.

4. WARRANTY.

4.1. Except as set forth in <u>Section 4.2</u> below, the Software Materials are provided on an "as is" basis and Company makes no warranty of any kind, whether express, implied or statutory, regarding the Software Materials, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

4.2. Company warrants that, for a period of ninety (90) days after installation (the "**Warranty Period**"), when properly installed and used by Customer, the Software will substantially operate as described in the Software Documentation. If Customer notifies Company during the Warranty Period of any breach of said warranty, Company shall use reasonable efforts to remedy any material defect or error in the Software at its own expense and within a reasonable time after receiving such notice from Customer, but only if: (a) Customer is fully compliant with its payment and other obligations under the Agreement; (b) Customer, at Company's request, promptly provides Company with documentation of the alleged defect or error; (c) Customer provides Company with complete information regarding the circumstances surrounding the alleged defect or error and cooperates fully in recreating the environment in which the alleged defect or error in question arose; and (d) the alleged defect or error does not result from or relate to: (i) any failure by Customer to perform its obligations under the Agreement; (ii) the incorrect use of the Software Materials, or database or operator error; (iii) the use of software other than the Current Release of the Software, use of computer equipment other than the Equipment or the use of programs that have not been supplied by Company; (iv) the unauthorized modification or maintenance of the Software; (v) operation of the Software outside Company's recommended operating procedures and environmental specifications; (vi) improper site preparation or maintenance; or (vii) accident, neglect, hazard, misuse, natural calamity, or failure or fluctuation of electrical power or environmental conditions.

4.3. In the event that Company is unable to cure any material defect or error in the Software within a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate its access to and use of the applicable Software and Maintenance Services and receive a pro-rata refund of the pre-paid Maintenance and Support Fee for the then-current term.

5. PAYMENT AND INVOICING TERMS.

5.1. **License Fee**. Customer shall pay the License Fee in consideration of the License granted hereunder. Unless otherwise specified in the applicable Order Form, Company shall invoice Customer for the License Fee upon the Effective Date of the applicable Order Form.

5.2. **Maintenance and Support Fee**.

5.2.1. Customer shall pay the Maintenance and Support Fee in consideration of the Maintenance Services performed hereunder.

5.2.2. Company shall invoice Customer for the Maintenance and Support Fee on an annual basis, the first time (unless otherwise specified in the applicable Order Form) upon the Effective Date of the applicable Order Form.

5.2.3. Beginning at the end of the initial term of the Maintenance Services, Company may increase the Maintenance and Support Fee by giving Customer not less than thirty (30) days' prior written notice; provided, however, that Company shall not increase the Maintenance and Support Fee more than once in any twelve (12) month period. Within thirty (30) days after Customer's receipt of such notice, Customer may elect to terminate the Maintenance Services upon written notice to Company.

5.2.4. Company shall have the right to suspend performance of the Maintenance Services if Customer has not complied with its payment or other obligations under the Agreement.

5.2.5. In the event Customer purchases additional Software licenses under this License Agreement, Company may

immediately invoice Customer for the additional Maintenance and Support Fees on a pro-rata basis based on the number of days remaining in the then-current term.

5.3. **Reimbursable Costs**. Customer shall reimburse Company for all travel and living expenses incurred by Company personnel in connection with the Maintenance Services and any other services rendered in connection with the Agreement. All extraordinary travel and living expenses must receive Customer's approval. Upon Customer's reasonable request, Company shall provide Customer with substantiation of travel and living expenses incurred by Company personnel.

5.4. **Payment Terms**. Unless otherwise agreed in the applicable Order Form, Customer shall pay the License Fee, the Maintenance and Support Fee and all other fees and expenses incurred in connection with the Agreement within thirty (30) days of the date of the applicable invoice.

5.5. A finance charge equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum amount allowed by law shall be charged on any past due amounts. Payments by Customer shall be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred by Company in the collection of past due amounts shall be paid by Customer. If payment of invoices is not current, Company may suspend performing further work.

5.6. All amounts payable by Customer pursuant to the Agreement are exclusive of taxes. Accordingly, there will be added to any such amounts a monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with the Agreement or the Software Materials, including, without limitation, federal, state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Customer (other than taxes based on Company's net income). If Customer does not pay such taxes, Company may make such payments and Customer shall reimburse Company for those payments. Customer shall indemnify, defend and hold harmless the Company Indemnitees from any and all Losses and threatened Losses due to third party claims arising out of or in connection with Customer's failure to pay applicable taxes and related costs, interests and penalties.

5.7. All amounts payable hereunder by Customer shall be payable in United States Dollars.

6. **PROPRIETARY RIGHTS.**

6.1. The Software Materials and all copyright, patent, trade secret, trade mark and other proprietary and intellectual property rights of any kind arising in the Software Materials, and in all other written or oral information provided by Company to Customer in connection with the Agreement, are and shall remain the exclusive property of Company.

6.2. Customer shall notify Company immediately if Customer becomes aware of any unauthorized use or infringement of the whole or any part of the Software Materials by any person or entity.

6.3. Customer grants to Company a worldwide, perpetual, irrevocable, royalty-free right and license to use and incorporate into Company's products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the operation of Company's products and services.

7. **INDEMNIFICATION.**

7.1. Company shall defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Software Materials, in accordance with the terms of the Agreement, constitutes an infringement or misappropriation of such third party's patent, copyright or trade secret rights ("**IP Claims**"). Company shall pay damages finally awarded against Customer (or the amount of any settlement Company enters into) with respect to IP Claims. This obligation of Company shall not apply if the alleged infringement or misappropriation results from (a) Company's compliance with any designs, specifications or instructions provided by or on behalf of Customer; (b) modification of the Software Materials by or on behalf of Customer; (c) combination, operation or use of the Software Materials with non-Company products, software or business processes; or (d) Customer's violation of, or access to or use of the Software Materials other than as permitted by, the Agreement or the Software Documentation. Customer shall indemnify, defend and hold harmless the Company Indemnitees from any and all Losses and threatened Losses due to third party claims arising out of or in connection with (i) Customer's breach of its obligations under the Agreement or (ii) the activities described in items (a), (b), (c) and (d) above.

7.2. If Company believes that the Software Materials may have violated a third party's intellectual property rights, Company may elect to either modify the Software Materials or obtain a license to allow Customer to continue to use the Software Materials. If neither of these alternatives is commercially reasonable, in Company's sole discretion, Company may terminate Customer's ability to further access to and use of the applicable Software Materials.

7.3. The indemnification obligations under this **Section 7** are conditioned on: (a) the party against whom a third party claim is brought (the "**Indemnified Party**") timely notifying the other party (the "**Indemnifying Party**") in writing of any such claim, provided however that the Indemnified Party's failure to provide or delay in providing such notice shall not relieve the

Indemnifying Party of its obligations under this **Section 7** except to the extent such failure or delay prejudices the defense; (b) the Indemnifying Party having the right to fully control the defense of such claim; and (c) the Indemnified Party reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the Indemnified Party, provided however that Company may settle any claim on a basis requiring Company to substitute for the Software Materials any alternative substantially equivalent non-infringing software materials. The Indemnified Party may appear, at its own expense, through counsel reasonably acceptable to the Indemnifying Party.

7.4.   The provisions of this **Section 7** state the sole, exclusive and entire liability of Company, its Affiliates and their respective licensors to Customer, and is Customer's sole remedy, with respect to third party claims covered hereunder and to the infringement or misappropriation of third-party intellectual property rights.

8.   NON-DISCLOSURE.

8.1.   For the purposes of this **Section 8**, the term "**Disclosing Party**" refers to a party in the case of such party's disclosure of Confidential Information to the other party, and the term "**Recipient**" refers to a party in the case of such party's receipt of Confidential Information from the other party.

8.2.   Definition of Confidential Information.

8.2.1.   "**Confidential Information**" means (subject to **Sections 8.2.2** and **8.2.3**) information that Disclosing Party provides to Recipient, including, without limitation, information regarding Disclosing Party's technology, software, code, plans, pricing, specifications, marketing or promotion, customers, and practices.

8.2.2.   Information as described in **Section 8.2.1** shall be deemed Confidential Information only under the following circumstances: (a) if in written or tangible form, is stamped or marked as "proprietary" or "confidential" (or bears a similar legend), (b) if in oral form, is identified as confidential at the time of disclosure or in a written memorandum provided to Recipient's primary representative within thirty (30) days of disclosure that summarizes the information disclosed, or (c) is treated as confidential by Disclosing Party and is the type of information that Recipient should reasonably have understood to be confidential. Notwithstanding the foregoing, any information contained or embodied in the Software Materials or the Specifications, or otherwise disclosed or made available to Customer by or on behalf of Company pursuant to or in connection with the Agreement (whether orally or in writing) shall be deemed to be Confidential Information of Company whether or not such information is expressly stated to be confidential or marked as such.

8.2.3.   Confidential Information does not, however, include any information that: (a) is or becomes publicly available without Recipient's breach of any obligation owed Disclosing Party; (b) became known to Recipient prior to Disclosing Party's disclosure of such information to Recipient; (c) became known to Recipient from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Recipient.

8.3.   Non-Disclosure and Non-Use of Confidential Information.

8.3.1.   Confidential Information is provided to Recipient for review and evaluation only and may only be used by Recipient to the extent necessary to perform its obligations under the Agreement. No other use is permitted.

8.3.2.   Recipient shall not disclose Confidential Information to anyone other than its employees and contractors who legitimately need access to it for permitted use. Recipient shall notify its employees and contractors who are given access to Confidential Information that they have an obligation not to disclose Confidential Information in violation of this **Section 8** and shall take such steps as are reasonably necessary to ensure compliance with this obligation.

8.3.3.   Recipient shall safeguard Confidential Information with reasonable security means at least equivalent to measures that it uses to safeguard its own confidential information (but not less than commercially reasonable measures). Recipient shall store Confidential Information in a safe and secure location.

8.3.4.   Recipient may make copies of Confidential Information only as is necessary for it to perform its obligations under the Agreement. Recipient shall reproduce on any copy of Confidential Information all copyright, trademark, trade secret, confidentiality, and patent notices found on the original of such Confidential Information. Recipient shall not reverse engineer any Confidential Information in hardware or software form. Recipient shall not use the Confidential Information for any product design or development unless otherwise expressly agreed in writing by Disclosing Party.

8.3.5.   The obligations regarding Confidential Information in this License Agreement shall apply for five (5) years after expiration or termination of this License Agreement.

8.4. Reservation of Rights. No rights to Confidential Information are granted by implication and nothing in this **Section 8** shall be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights, title or interest (including license) in or to any Confidential Information of the other party. In addition to the restrictions of this License Agreement, Disclosing Party reserves its rights under any of its patents, copyrights, trademarks, or trade secrets except as otherwise expressly provided in the Agreement.

8.5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

8.6. Return of Confidential Information. Within ten (10) business days of receipt of Disclosing Party's written request or when negotiations or business relations between Disclosing Party and Recipient cease (whichever is earlier), Recipient shall, at Disclosing Party's option, return to Disclosing Party, or destroy, all documents containing Disclosing Party's Confidential Information, including all copies of such Confidential Information made by Recipient. For purposes of this **Section 8.6**, the term "documents" includes any medium, including paper, disks, optical media, magnetic memory, and any other means of recording information. Recipient shall, upon request, certify in writing that it has complied with this **Section 8.6**.

9. TERM AND TERMINATION.

9.1. Term. This License Agreement shall remain in effect from the Effective Date of the applicable Order Form until terminated by each party, without cause, by giving a ninety (90) days written notice of such termination to the other party, or as set forth in **Section 9.2** or elsewhere in the Agreement.

9.2. Termination.

9.2.1. Material Breach. If a party (the "**Breaching Party**") commits a material breach of this License Agreement or an Order Form, which breach is not cured within thirty (30) days after notice of the breach from the other party (the "**Non-Breaching Party**"), then Non-Breaching Party may, by giving notice to Breaching Party, terminate this License Agreement and/or the applicable Order Form, with respect to all or any part of the Software Materials and Maintenance Services, as of a date specified in the notice of termination.

9.2.2. Non-Payment. If Customer fails to pay undisputed charges then due and owing under the Agreement by the specified due date, then, if Customer fails to cure such default within thirty (30) days of notice from Company of its intention to terminate, Company may, by notice to Customer, terminate this License Agreement and/or the applicable Order Form, with respect to all or any part of the Software Materials and Maintenance Services, as of a date specified in the notice of termination.

9.2.3. Insolvency. If a party (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for such party, (c) makes an assignment for the benefit of all or substantially all of its creditors, (d) takes any corporate action for its winding-up, dissolution or administration, or (e) enters into an agreement for the extension or readjustment of substantially all of its obligations, then the other party may terminate this License Agreement and/or one or more Order Forms, with respect to all or any part of the Software Materials and Maintenance Services, as of a date specified in the notice of termination.

9.2.4. Effect of Termination. Customer shall be liable for all payments to Company, including all fees and expenses for all Software Materials and Maintenance Services incurred up to the date on which any termination takes place.

9.2.5. No Refund. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer, except as expressly stated otherwise in this Agreement.

10. MISCELLANEOUS.

10.1. Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Customer's ability make payments under the Agreement in a timely fashion, Company may demand in writing adequate assurances of Customer's ability to meet its payment obligations under the Agreement. Unless Customer provides the assurances in a reasonable time and manner acceptable to Company, in addition to any other rights and remedies available, Company may partially or totally suspend Company's performance while awaiting assurances, without any liability.

10.2. Severability. Should any part of the Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if the Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

10.3. **Waiver of Remedies**. No waiver of any rights arising under the Agreement shall be effective unless in writing and signed by a duly authorized signatory of the party against whom the waiver is to be enforced. No failure or delay by either party in exercising any right, power or remedy under the Agreement (except as expressly provided herein) shall operate as a waiver of any such right, power or remedy.

10.4. **Independent Contractor**. Company is an independent contractor of Customer, and no employment agency, trust, partnership or fiduciary relationship is created by the Agreement.

10.5. **Notices**. Customer shall give Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Customer believes that it has, or may seek to assert or allege, against Company, whether such claim is based in law or equity, arising under or related to the Agreement or to the transactions contemplated hereby, or any act or omission to act by Company with respect to the Agreement. If Customer fails to give such notice to Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Customer shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. Except as otherwise specified in the Agreement, all notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within forty-eight (48) hours, and shall be deemed given when delivered to the address specified in the applicable Order Form or such other address as may be specified in a written notice in accordance with this Section. Any party may, by notice given in accordance with this Section to the other party, designate another address or person or entity for receipt of notices hereunder.

10.6. **Assignment**. Customer shall not assign the Agreement, in whole or in part, without Company's prior written consent. Company may assign the Agreement, in whole or in part, without the prior written consent of Customer to (1) an Affiliate that that agrees in writing to be bound by the terms and conditions of the Agreement or (2) an entity acquiring, directly or indirectly, Control of Company, an entity into which Company is merged or an entity acquiring all or substantially all of Company's assets, provided that the acquirer or surviving entity agrees in writing to be bound by the terms and conditions of the Agreement.

10.7. **Disputes**. Company and Customer recognize that disputes arising under the Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, Company and Customer agree that any remaining conflicts arising out of or relating to the Agreement shall be submitted to non-binding mediation unless Company and Customer mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of the Agreement.

10.8. **Section Headings**. Title and headings of Sections of the Agreement are for convenience of reference only and shall not affect the construction of any provision of the Agreement.

10.9. **Representations; Counterparts**. Each person executing this License Agreement or the applicable Order Form on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this License Agreement or the applicable Order Form and to bind such party with respect to all of its obligations hereunder and thereunder. This License Agreement and any Order Form may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.10. **Residuals**. Nothing in the Agreement or elsewhere will prohibit or limit Company's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with the Agreement.

10.11. **Non solicitation of Employees**. During and for one (1) year after the term of this License Agreement, Customer shall not solicit the employment of, or employ Company's personnel, without Company's prior written consent.

10.12. **Cooperation**. Customer shall cooperate with Company in taking actions and executing documents, as appropriate, to achieve the objectives of the Agreement. Customer agrees that Company's performance is dependent on Customer's timely and effective cooperation with Company. Accordingly, Customer acknowledges that any delay by Customer may result in Company being released from an obligation or scheduled deadline or in Customer having to pay extra fees for Company's agreement to meet a specific obligation or deadline despite the delay.

10.13. **Governing Law and Construction; Consent to Jurisdiction**. The Agreement shall be governed by and construed in accordance with the laws of New York, without regard to the principles of conflicts of law. The language of the Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Customer hereby irrevocably agrees that any suit, action, proceeding or claim against it arising out of or in any way relating to the Agreement, or under or in connection with any amendment, instrument,

document or agreement delivered or which may in the future be delivered in connection herewith or arising from any relationship existing in connection with the Agreement, or any judgment entered by any court in respect thereof, may be brought or enforced in the state or federal courts located in New York, New York and Customer hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any proceeding brought in New York, New York, and further irrevocably waives any claims that any such proceeding has been brought in an inconvenient forum.

10.14. **Entire Agreement; Survival**. The Agreement states the entire agreement between the parties and supersedes all previous agreements, understandings, representations, warranties, contracts, proposals and all other communications between the parties respecting the subject matter hereof (oral or written). Company may modify this License Agreement at any time by posting a revised version on Company's website (currently http://www.selerant.com) (the "**Website**") or by otherwise notifying Customer by email. The modified terms shall become effective upon posting or, if Company notifies Customer by email, as stated in the email message. By continuing to use the Software and/or Maintenance Services after the effective date of any modifications to this License Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to check the Website regularly for modifications to this License Agreement. Company last modified this License Agreement on the date listed at the end of this License Agreement.

10.15. **Force Majeure**. Company shall not be responsible for delays or failures if such delay or failure arises out of causes beyond its control. Such causes may include, without limitation, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

10.16. **Third Party Beneficiaries**. Except as expressly provided in the Agreement, the Agreement is entered into solely between, and may be enforced only by, Company and Customer. The Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, suppliers and customers of a party, or to create any obligations of a party to any such third parties.

10.17. **Survival**. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement shall survive any termination or expiration of the Agreement and continue in full force and effect. Additionally, all provisions of the Agreement shall survive the expiration or termination of the Agreement to the fullest extent necessary to give the parties the full benefit of the bargain expressed herein.

10.18. **Hierarchy**. In the event of any inconsistencies between this License Agreement and an Order Form, this License Agreement shall take precedence over the Order Form except to the extent the Order Form expressly states that it takes precedence over this License Agreement.

10.19. **Waiver of Jury Trial**. Customer hereby expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any right, power, or remedy under or in connection with the Agreement or under or in connection with any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection therewith arising from any relationship existing in connection with the Agreement, and agrees that any such action shall be tried before a court and not before a jury. The terms and provisions of this Section constitute a material inducement for the parties entering into the Agreement.

11. **DEFINITIONS.** The words "day", "month", "quarter" and "year" mean, respectively, calendar day, calendar month, calendar quarter and calendar year. Capitalized terms used herein but not defined herein shall have the meanings set forth in the applicable Order Form. The following terms, when used in the Agreement shall have the meanings specified below:

11.1. "**Agreement**" means, collectively, this License Agreement and the Order Forms.

11.2. "**Affiliate**" means, generally, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity.

11.3. "**Commencement Date**" means the day immediately following the day that the Software is installed at the Location.

11.4. "**Company Indemnitees**" means Company, its Affiliates and their respective officers, directors, employees, agents, representatives, successors and assigns.

11.5. "**Configuration**" means a change in one or more of the components of the Software listed in the Configurable Component Specification document (which is part of the Specifications) as such document may be updated from time to time by Company.

11.6. "**Control**" and its derivatives means: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least fifty percent (50%) of the aggregate of all voting equity interests in an entity or (ii) equity interests having the right to at least fifty percent (50%) of the profits of an entity or, in the event of dissolution, to at least fifty percent (50%) of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to

control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its Affiliates) of the position of sole general partner.

11.7. "**Current Release**" means the most current Release of the Software.

11.8. "**Customization**" shall mean any change to a component of the Software that is not a Configuration, including, without limitation: (a) a script file (.cs, .js, .vb); (b) a schema change in the database; (c) a User Defined Form; (d) a report or (e) a workflow file.

11.9. "**Database Software**" means Oracle Database or Microsoft SQL computer programs and procedures developed respectively by Oracle Corporation and Microsoft Corporation, the use of one of which is required for the operation of the Software.

11.10. "**Delivery Date**" means the date the Software is to be delivered to Customer as specified in the applicable Order Form.

11.11. "**Equipment**" means Customer's designated computer equipment on which the Software is running.

11.12. "**License Fee**" means the fees for the License as specified in the applicable Order Form.

11.13. "**Light Named User**" means a Named User with view-only rights to the Software and, if and to the extent agreed by the parties, the right to approve product specifications when the necessary module is available in the License profile.

11.14. "**Location**" means the Customer location where the Software is to be delivered and installed.

11.15. "**Losses**" means all losses, liabilities, damages (including punitive and exemplary damages), fines, penalties, interest and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties).

11.16. "**Maintained Releases**" means: (a) the last two (2) Current Releases of the Software (either right or left of decimal point); and (b) all previous Releases for a period of two (2) years after the launch date of their next Release.

11.17. "**Maintenance and Support Fee**" means the fee for the Maintenance Services as specified in the applicable Order Form, which may be increased by Company from time to time in accordance with **Section 5.2.3**.

11.18. "**Maintenance Services**" means those services to be provided by Company to Customer pursuant to the terms and conditions outlined in **Exhibit 1** (Maintenance and Support Terms).

11.19. "**Named User**" is defined as an individual authorized by Customer to use the Server Programs that are installed on a single server or on a server farm, regardless of whether the individual is actively using the Software at any given time. Each non-human operated device will be counted as a Named User in addition to all individuals authorized to use the Server Programs, if such device can access the Software. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Depending on the specific features of the Software and on Customer's indications about the kind and profile of its authorized users, the Named User can be enabled by Company to activate one or more different user profiles, each of them allowing access to a specific limited set of modules and functions of the Software, which might not correspond to the whole of the modules and functions of the Software as provided in the Specifications. As a consequence, the License Fee for the single Named User might be construed pursuant to the width of the functions enabled in the corresponding assigned user profile.

11.20. "**Order Form**" means all written order forms for Software and/or Maintenance Services entered into by Company and Customer containing the pricing and other specific terms and conditions applicable for the Software and/or Maintenance Services under the applicable Order Form.

11.21. "**Release**" means any subsequent update, improvement, addition, modification, adaptation or development of the Software made available by Company to Customer pursuant to **Exhibit 1** (Maintenance and Support Terms).

11.22. "**Software**" means all computer programs and procedures developed by Company, owned by Company and/or licensed by third parties to Company, offered by Company to its customers in the form of machine-readable object code and on a license to use basis.

11.23. "**Software Documentation**" means the operating manuals, customer instructions, technical literature and all other related materials in eye-readable form only as supplied to Customer by Company for aiding the use and application of the Software.

11.24. "**Software Materials**" means the Software and the Software Documentation.

11.25. "**Server Program**" means the Software program installed on a single system made of a single server machine or a the

server farm.

11.26. "**Specifications**" means the functional specifications of the Software, including, without limitation, (a) the facilities and functions of the Software, (b) details of the environment in which the Software is designed to operate, (c) the language in which the Software is written and (d) the results the Software is designed to achieve.

11.27. "**Support Hours**" means the hours between 9:00 am and 5:00 pm (of the time zone where the support facility is located) Monday to Friday (excluding public and statutory holidays) during which Company shall provide the Maintenance Services.

Last updated October 25, 2019

EXHIBIT 1

MAINTENANCE AND SUPPORT TERMS

1.   **SERVICES.** Subject to Customer's compliance with its obligations under the Agreement, Company hereby agrees to provide the Maintenance Services to Customer, during the Support Hours, for the Maintained Releases.

2.   **TERM.** The initial term of the Maintenance Services shall commence on the Commencement Date and shall remain in force until the first anniversary of the Commencement Date. Thereafter, the term of the Maintenance Services shall automatically renew for additional terms of one (1) year each unless either party notifies the other party in writing of its desire not to renew at least ninety (90) days prior to the start of the renewal term.

3.   **MAINTENANCE SERVICES.**

3.1.   During the term of the Maintenance Services, Company shall provide Customer with Maintenance Services for the Maintained Releases of the Software licensed to Customer under the Licence Agreement.

3.2.   In order to receive Maintenance Services, Customer must designate a qualified English speaking contact within its organization (the "**Contact Person**") and provide Company with the contact details (including, without limitation, e-mail address and telephone number) for such Contact Person. Customer's Contact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decisions without undue delay.

3.3.   **Error Correction Services.** Company shall use reasonable efforts to correct any defects or errors found in the Software on the following basis:

   3.3.1.   If Customer discovers that a Maintained Release fails to substantially comply with the Specifications, Customer shall promptly submit a problem report via Company's online problem tracking system. The problem report must be in English and contain sufficient information to describe the nature of the defect or error and its impact on Customer's operations so as to enable Company to classify the defect or error.

   3.3.2.   Upon Company's request, Customer shall provide any additional detail, information, or data and/or perform tests on the Software in order to identify the defect or error.

   3.3.3.   Upon Company's correction of such defect or error, Company shall   deliver to Customer the corrected version of the object code of the Maintained Release in machine readable form.

   3.3.4.   Company shall provide Customer with all such assistance, including, without limitation, site visits (to be charged at Company's then-current rate) as may be reasonably required by Customer to enable Customer to implement and use the corrected version of the Maintained Release.

   3.3.5.   Company shall be under no obligation to correct defects or errors to the extent caused by:

      (a)   any failure by Customer to comply with its obligations under the Agreement;

      (b)   use of the Software in a manner that was not intended or contemplated by the Software Documentation, or other misuse or abuse of the Software;

      (c)   use of the Maintained Releases on or with computer equipment or programs that have not been approved or designated for use with the Maintained Releases in the Specifications;

      (d)   any fault in the Equipment or database, or in any programs not supplied by Company and used in conjunction with the Maintained Releases;

      (e)   incorrect use of the Software or operator error;

      (f)   any defects or errors that, in the reasonable opinion of Company, result from any modifications to the Maintained Releases made by any person other than Company;

      (g)   operation of the Software outside Company's recommended applicable operating procedures, requirements and environmental specifications as specified in the Software Documentation; or

      (h)   accident, neglect, hazard or misuse, natural calamity, failure or fluctuation of electrical power or environmental conditions.

   3.3.6.   Customer shall grant Company access to Customer's facilities as reasonably necessary to allow Company to

render the services described herein.

3.3.7. The parties acknowledge that (a) the Software is complex, and that certain non-material errors and defects are incapable of correction or may require an inordinate amount of time and money to correct; and (b) certain errors are cosmetic and do not affect the accuracy of the data produced by the Software or deviate from the functional specifications set forth in the Software Documentation. If a defect or error falls into either of these categories, then Company shall have no obligation to correct such defect or error other than to use its reasonable efforts to correct such defect or error in any subsequent Release.

3.3.8. In performing its obligations under this **Section 3.3**, Company may in its sole and absolute discretion:

(a) provide a local fix or patch to the Software;

(b) provide a temporary solution;

(c) schedule the resolution of the defect or error for inclusion in a subsequent Release;

(d) modify the Software Documentation to reflect operating limitations and correct operating procedures; or

(e) request such additional information from Customer as may be required to enable it to identify and correct the defect or error in question.

3.4. **Documentation Amendment Service**. Customer shall notify Company in writing immediately if it discovers that the Software Documentation does not provide adequate or substantially correct instruction for the proper use of any features or functions of the Maintained Releases as set out in the Specifications. Upon receipt of Customer's notice, Company shall use reasonable endeavours to correct promptly the fault and provide Customer with appropriate updates to the Software Documentation.

3.5. **Support Hours**. Company shall only be required to provide the Maintenance Services during the Support Hours.

3.6. **Software Maintenance and New Releases Service**.

3.6.1. Company shall deliver to Customer the object code for each new Release in machine-readable form, together with any updates to the Software Documentation necessary to enable proper use of the altered features and functions of the new Release.

3.6.2. If required by Customer, Company shall provide training for Customer's staff in the use of the new Release as soon as reasonably practicable following delivery of the new Release at Company's then-current rates.

3.6.3. If Customer accepts the new Release, Customer shall return the Software or the previous Release (as the case may be) and any part of the Software Documentation that has been superseded, and all copies of the whole or any part thereof, to Company, or, if required by Company, Customer shall destroy the same and certify in writing to Company that they have been so destroyed.

3.6.4. If Customer does not accept the new Release, Customer shall return the new Release and all the updates to the Software Documentation, and all copies of the whole or any part thereof, to Company or, if required by Company, Customer shall destroy the same and certify in writing to Company that they have been so destroyed.

3.6.5. Company shall be under no obligation to ensure that Customizations that were previously applied to the Software will be compatible or interoperate with any new Release.

3.6.6. All new Releases provided to Customer (as well as any other Software Materials delivered to Customer) shall be subject to the terms and conditions of the Agreement.

3.6.7. Maintenance Services do not include advice or support related to the implementation and installation of upgrades or new Releases. If requested by Customer, such assistance and support shall be provided by Company as a separate service chargeable at Company's then current rates.

3.6.8. Company is not and shall not be obligated to develop new Releases.

3.7. **Support Service**. Upon Customer's request, Company will provide Customer with support during the Support Hours. Such support may be provided via telephone, facsimile, electronic mail or post and may consist of:

3.7.1. identification and verification of the causes of suspected errors or defects in the Maintained Releases;

3.7.2. workarounds for such identified and verified errors or defects, where reasonably possible;

3.7.3. the completion of a fault report; and

3.7.4. the status of any fault report previously submitted by Customer that has not yet been resolved by Company pursuant to the Agreement.

Company will provide Customer with up to five (5) days of remote support services per each twelve (12) month period to assist Customer in evaluating the innovation capabilities of the latest Software enhancements and how these may be deployed for Customer's business process requirements. Details such as the exact date and time of such services shall be mutually agreed.

3.8. **Service Levels**.

3.8.1. **Service Levels for Supported Software**. Company will use good faith efforts to achieve the Service Levels defined below.

Service Level Name	Service Level
Initial Response Time – Severity 1	95% within 1 hour (measured during Support Hours)
Initial Response Time – Severity 2	95% within 4 hours (measured during Support Hours)
Corrective Action Time – Severity 1	95% within 4 hours (measured during Support Hours)

"**Severity 1**" means a problem that causes substantial Customer production system downtime, system halts, data loss or corruption that renders the Software entirely unusable or non-functional and that can cause serious losses of service.

"**Severity 2**" means a problem where Customer's system is functioning but in a severely reduced capacity. Severity 2 errors have significant impact to portions of Customer's business operations and productivity. The system is exposed to potential loss or interruption of service.

"**Severity 3**" means a medium-to-low impact problem that involves partial non-critical functionality loss. One that impairs some operations but allows Customer to continue to function. It may be a minor issue with limited loss or no loss of functionality or impact to Customer's operation, or an issue in which there are means of circumvention or avoidance by Customer.

(a) The Service Levels titled "Initial Response Time" measure Company's ability to notify Customer that Company has received an error report and has started working to correct the problem (a "**Response**") within the prescribed time period. These Service Levels are measured, during Support Hours, from the time that Company receives the applicable error report to the time when Company provides a Response or reduces the severity of the error report to Severity 3.

(b) The Service Level titled "Corrective Action Time" measures Company's ability to provide a solution, workaround or action plan for the error in question (each, a "**Correction**") within the prescribed time period. This Service Level is measured, during Support hours, from the time that Company receives the applicable error report to the time when Company provides a Correction or reduces the severity of the error report to Severity 2 or Severity 3.

(c) The Service Level titled "Corrective Action Time" only counts time when the error report is being processed by Company ("**Processing Time**"). Processing Time does not include time when the error report is not being processed by Company, such as when the status of the error report is classified as "Partner Action," "Customer Action," "Waiting for Customer Details" or "Selerant Proposed Solution."

- The status classification "Partner Action" means the error report was handed over to a technology or software partner of Company or a third party vendor of Company outside Company's organization for further processing.

- The status classification "Customer Action" or "Waiting for Customers Details" means the error report was handed over to Customer.

- The status classification "Selerant Proposed Solution" means Company has provided a Correction.

(d) If Company provides an action plan to Customer, such action plan will include descriptions of:

- the status of the resolution process;

- the next steps planned by Company and the responsible person(s) allocated by Company;

- required cooperation by Customer;

- date and time for the next status update from Company; and

- estimated due dates for actions taken by Company, to the extent these are capable of being provided.

(e) Company will provide regular status updates on the processing of Severity 1 error reports, which shall include:

- results of actions undertaken so far;

- next steps planned; and

- date and time for next status update.

(f) If there are fewer than twenty (20) Severity 1, Severity 2 or Severity 3 incidents in any calendar month, Company's performance shall be measured based on the twenty (20) most recent incidents of the same severity level, which shall include incidents from the prior quarter(s). For example, if there are fifteen (15) Severity 1 incidents in a given quarter, Company's performance shall be based on those incidents plus the five (5) most recent Severity 1 incidents from the prior quarter. This is true even though the five (5) Severity 1 incidents from the prior quarter will have already been counted in measuring Company's performance for that quarter.

3.8.2. **Prerequisites**. For Severity 1 error reports, the following prerequisites must be fulfilled by Customer:

(a) The issue and its business impact must be described in detail;

(b) An English-speaking counterpart must be assigned to assist Company during the time that Company is working to provide a Correction; and

(c) A contact person must be nominated for opening the remote connection to the system and to provide the necessary log-on data.

3.8.3. **Exclusions**. The following types of error reports are excluded from the Service Levels for "Initial Response Time" and "Corrective Action Time":

(a) Error reports relating to a Release, version and/or functionality of the Software developed specifically for Customer, including, without limitation, those developed by Company's professional services organization.

(b) Error reports relating to country versions that are not part of Company's standard version of the Software, including, without limitation, partner add-ons, enhancements, or modifications, even if these versions were created by Company or an associated organization.

(c) The root-cause behind the error report is not a malfunction in the Software, but rather a missing functionality that is not included in Company's standard version of the Software or the error report is ascribed to a consulting or development request.

3.8.4. **Service Level Non-Performance, Credits and Remedies**.

(a) All Service Levels shall be measured on a quarterly basis, beginning on the first full quarter after the Effective Date of the applicable Order Form.

(b) In the event that either of the Service Levels for Initial Response Time and/or the Service Level for Corrective Action Time are not met (each a "**Failure**"), the following rules and procedures shall apply:

- Customer shall notify Company of any alleged Failure in writing. Such notice must be

provided by Customer within thirty (30) days after the end of the quarter in which the alleged Failure occurred.

- Following receipt of Customer's notice, Company will provide Customer with a report that confirms or denies the accuracy of Customer's claim.

- Customer will provide reasonable assistance to Company in its efforts to correct any problems or processes inhibiting Company's ability to meet the Service Levels.

- If Company's report confirms the accuracy of Customer's claim, Company shall apply a service level credit (SLC) to Customer's next annual Maintenance and Support Fee equal to one quarter percent (0.25%) of the Maintenance and Support Fee applicable to the quarter in which the Failure in question occurred.

- SLCs are Customer's sole and exclusive remedy for any failure by Company to meet the Service Levels.

- Per quarter, penalty payments shall in no event exceed a total of three quarters of one percent (0.75%) of the Maintenance and Support Fee as specified in the applicable Order Form applicable to such quarter.

4. CUSTOMER'S OBLIGATIONS.

4.1. In order to enable Company to provide the Maintenance Services in accordance with the Agreement, Customer shall:

4.1.1. use only the Maintained Releases;

4.1.2. ensure that the Software and the Equipment are used in a proper manner by competent and appropriately trained employees or by persons under their supervision;

4.1.3. keep full security copies of the Software and of Customer's databases and computer records in accordance with the industry best practice;

4.1.4. not alter or modify the Software Materials in any way;

4.1.5. not request, permit or authorise anyone other than Company to provide any maintenance or other support services in respect of the Maintained Releases or the Software Documentation;

4.1.6. co-operate fully with Company's personnel in the diagnosis of any error or defect in the Software Materials;

4.1.7. make available to Company free of charge:

(a) all information, facilities and services reasonably required by Company to enable Company to perform the Maintenance Services, including, without limitation, computer runs, core dumps, printouts, data preparation (including data required by Company to replicate any problem encountered with the Software or Maintenance Services), office accommodations, and word processing and photocopying capabilities; and

(b) such telecommunication facilities as are reasonably required by Company for testing and diagnostic purposes.

4.1.8. grant Company all necessary authorizations, and in particular any authorizations needed for Company to perform problem analysis, as part of message handling;

4.1.9. provide first-level support to Customer's users (Company is only responsible for providing second-level support to Company's designated Contact Person); and

4.1.10. continue to pay all fees for the Maintenance Services in accordance with the Agreement.

4.2. Customer acknowledges that it is exclusively responsible for:

4.2.1. reviewing the new Releases prior to installation in Company's environment;

4.2.2. ensuring that its personnel are, at all times, educated and trained in the proper use and operation of the Maintained Releases;

4.2.3. ensuring that its personnel use and operate the Maintained Releases in accordance with the terms of the Agreement;

4.2.4. processing its data and ensuring the security and accuracy of all inputs and outputs;

4.2.5. checking all results obtained from its use of the Maintained Releases;

4.2.6. making regular back-up copies of its data to ensure recovery of such data in the event of a malfunction of the Maintained Releases; and

4.2.7. the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Maintained Releases.

ORACLE SOFTWARE COLLATERAL LICENSE AGREEMENT

This Oracle Software Collateral License Agreement (the "**Oracle License Agreement**") is valid only for Customer opting to use Oracle Database Software in conjunction to the Software.

The Oracle License Agreement is effective as of the Effective Date of the applicable Order Form and is entered into by and between Selerant Corp., with a principal office at 499 7th Avenue, Floor 18 North, New York, NY 10018 ("**Company**" or "**Selerant**") and Customer.

WHEREAS, the parties have entered into that certain License Agreement.

WHEREAS, this Oracle License Agreement is attached to and hereby made part of the License Agreement.

WHEREAS, the Software requires the installation and use of Oracle Database Software ("**Oracle Software**").

WHEREAS, Oracle granted to Company the right to distribute Oracle Software to its customers in conjunction to their use of the Software, on the basis of an application specific license.

WHEREAS, the use of Oracle Software is subject to certain terms and conditions provided by Oracle, which Company's similarly situated customers are required to adhere to in addition to the terms and conditions in the License Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereto agree as follows:

(1) The use of Oracle Software is permitted only by Customer (i.e., the legal entity that executed the License Agreement).

(2) The use of Oracle Software is limited to the scope of the License to the Software, including, without limitation, to the internal business operations of Customer.

(3) Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Software.

(4) Customer shall not assign, give, or transfer Oracle Software and/or any services ordered or an interest in it to another individual or entity.

(5) Customer shall not (a) use Oracle Software for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) make Oracle Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).

(6) Customer shall not reverse engineer, disassemble or decompile Oracle Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and duplicate Oracle Software except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.

(7) Oracle's liability is disclaimed, to the extent permitted by applicable law, for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of Oracle Software.

(8) Upon termination of the License Agreement, Customer shall immediately discontinue the use of Oracle Software and destroy or return to Company all copies of Oracle Software and its documentation.

(9) Customer shall not publish any results of benchmark tests run on Oracle Software.

(10) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither Oracle Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(11) Customer acknowledges that Oracle Software is subject to a restricted license and can only be used in conjunction with the Software.

(12) Customer acknowledges that Oracle cannot be required to perform any obligations or incur any liability not previously agreed to between Company and Oracle.

(13) Customer shall: (a) permit Company to audit Customer's use of Oracle Software, (b) provide Selerant with reasonable assistance and access to information in the course of such audit and (c) permit Company to report the audit results to Oracle or to assign its right to audit Customer's use of the Oracle Software to Oracle.

(14) Notwithstanding **Section 10.16** of the License Agreement, Customer acknowledges that Oracle is designated as a third party beneficiary of this Oracle License Agreement.

(15) Customer acknowledges that Oracle Software may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Oracle License Agreement.

(16) Customer acknowledges that third party technology that may be appropriate or necessary for use with Oracle Software is specified in the applicable Software Documentation or as otherwise notified by Selerant and that such third party technology is licensed to Customer only for use with the Software under the terms of the license agreement specified in the applicable Software Documentation or as otherwise notified by Selerant and not under the terms of this Agreement.

(17) Customer is responsible for its employees', agents', contractors', outsourcers', customers' and suppliers' use of Oracle Software in connection with the Software and full compliance with this Oracle License Agreement.

(18) Customer acknowledges that, unless otherwise specified in this Oracle License Agreement, all terms and conditions provided in the License Agreement shall apply to Oracle Software as well.