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1.8 Assignment. Licensee may not assign or transfer its rights and obligations under this Agreement without prior written approval by JNetDirect and any purported assignment or transfer without JNetDirect' consent shall be null and void.

1.9 Injunctive Relief. Licensee hereby expressly agrees that JNetDirect, in addition to any other rights or remedies which JNetDirect may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of this Agreement.

1.10 Software Supplied to the Government. The Software is a "commercial item," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

1.11 Survival. Sections 1.2, 1.3, 1.4, 1.5, 1.7, 1.9, 1.10, 1.11 and 1.12 shall survive termination of this Agreement for any reason whatsoever.

1.12 Warranties. THE LIMITED WARRANTIES AS DESCRIBED IN SECTION 2.2 AND SECTION 3.3 OF THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED BY JNetDirect AND ITS LICENSORS, WHO EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS.

1.13 Term and Termination. This Agreement is effective for the term of the license grant unless sooner terminated, either through mutual agreement by the parties or by Licensee's material breach of the Agreement; provided, however, Licensee shall have ten (10) days from written notice to cure any such breach if curable. Upon any termination Licensee must immediately destroy the Software and all accompanying written materials and all copies thereof (including copies stored in computer memory) and shall so certify to JNetDirect in writing.

1.14 General. This Agreement will be construed under the laws of the State of Virginia, except for that body of law dealing with conflicts of law and the U.N. Convention of Contracts for the Sale of International Goods, which shall not apply. In the event there is a dispute concerning the subject matter of this Agreement, the proper venue shall be the County of Fairfax, State of Virginia, United States of America. Each party hereby waives opposition to jurisdiction in such court. Service of process can be done in accordance with the governing law of the Agreement. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

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**LICENSED SOFTWARE TERMS AND CONDITIONS**  
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1. Definitions

Capitalized terms used in this Agreement have the meaning assigned to them in this Agreement, the attached Glossary, an attached Appendix, or an Order Form.

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"Use" of the Licensed Software shall mean the loading the Software in the temporary memory (e.g., RAM) of a computer, the installation of the Licensed Software on the permanent memory of a computer (e.g., hard disk, etc.), and the operation of the Licensed Software in accordance with the applicable documentation.

### 3. Effective Date

The Software License Agreement is effective on the Licensed Software purchase date (“Effective Date”) and supersedes all prior evaluation versions for the Licensed Software licensed pursuant to Evaluation and Beta agreements.

### 4. License Grant

Subject to the terms and conditions of this Agreement, JNetDirect grants Licensee a non-exclusive, non-transferable, revocable license to use the Licensed Software to connect to Microsoft SQL Server database you own or license for your internal business. The number of SQL Server connections you can manage by using the Licensed Software is programmed into a license key (the “License”).

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A. Site Restrictions. Server software may be installed only on computers that Licensee owns or leases, located at the site(s) described in the Order process with JNetDirect (the “Authorized Site(s)”). Licensee may change or add Authorized Sites, with ~~our~~ JNET’s prior approval.

B. Consultants. Consultants who will install, configure, integrate or modify the Licensed Software for you may use the Licensed Software under the terms and conditions of your License, provided that they use it only in the course of providing such services, and are bound by a confidentiality agreement with you that protects our Confidential Information.

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### 8. Verification.

After giving Licensee reasonable notice, JNetDirect has the right to periodically audit Licensee’s use of the Licensed Software. All audits will be conducted during regular business hours. As an alternative, JNetDirect may require Licensee to complete a self-audit questionnaire in a form that JNetDirect will provide. If an on-site audit or self-audit discloses unlicensed use of our products, Licensee must purchase a license for Licensee’s unauthorized use. If a license shortage of 5% or more is disclosed, Licensee

must also reimburse JNetDirect for the costs incurred in the audit.

#### 9. Support Services.

All Support Services ordered will be provided under the separate terms and conditions between the parties, as described in the Order process with JNetDirect.

#### 10. Fees, Payment and Risk of Loss.

Licensee agrees to pay the License fees in the amounts stated. All such fees are net of any value added tax or any other taxes, duties or government charges, which you also agree to pay, or to reimburse JNetDirect, if JNetDirect pays them.

#### 11. Term.

The term of this Agreement begins on the Effective Date, and continues until terminated or by failure to pay an annual renewal fee.

#### 12. Termination.

(i) JNetDirect may terminate this Agreement, in whole or in part, upon your material breach, if you fail to correct the breach within thirty (30) days following receipt of a written notice describing the breach in reasonable detail.

(ii) You may terminate this Agreement upon our material breach, if JNetDirect fails to correct the breach within thirty (30) days following receipt of a written notice describing the breach in reasonable detail.

(iii) Either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or has wound up or liquidated its business, voluntarily or otherwise.

#### 13. Obligations Upon Termination.

Upon any termination of this Agreement: (a) all licenses granted by JNetDirect herein shall immediately terminate; (b) Licensee shall immediately cease all use of the Licensed Software and ~~return all of the Licensed Software (including all delete all~~ copies thereof made by, or for, Licensee) ~~to JNetDirect~~; (c) return any Confidential Information associated with the license that you do not otherwise have a right to retain, and (d) provide written confirmation certifying that Licensee has ceased use of the Licensed Software. Termination or expiration of this Agreement will not restrict either party from pursuing any remedies available to it.

#### 14. Confidentiality.

Each party agrees to secure and protect the other's Confidential Information. Confidential Information may be disclosed only to employees and consultants with a need to know, who have been advised of the confidential nature of the information, and who have agreed in writing to maintain the confidential nature of the information. In no event may either party use less than reasonable efforts in fulfilling these obligations.

#### 15. Express Warranties.

(i) JNetDirect warrant that it has the right to grant you the License described in this Agreement.

(ii) JNetDirect' LICENSORS SUPPLY CODE THAT JNetDirect HAS INTEGRATED WITH THE LICENSED SOFTWARE. THESE LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AS-IS. NOTWITHSTANDING THIS FACT, THE EXPRESS WARRANTY WE GIVE YOU IN THIS SECTION EXTENDS TO THE CODE SUPPLIED BY THOSE VENDORS, AS IT IS INCLUDED IN THE LICENSED SOFTWARE.

#### 16. Warranty Disclaimers

(A) DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT AND ANY IMPLIED WARRANTIES REQUIRED BY LAW: (i) JNetDirect IS PROVIDING THE LICENSED

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#### 17. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) JNetDirect' TOTAL, AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, FOR ANY AND ALL REASONS (INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIMS), WILL NOT EXCEED THE FEES THAT YOU HAVE PAID JNetDirect UNDER THIS AGREEMENT; AND (II) JNetDirect AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) THIRD PARTY CLAIMS (B) LOSS OR DAMAGE TO ANY RECORDS OR DATA, OR (C) CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR RELIANCE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 18. Governing Law.

This Agreement will be governed and interpreted under Virginia law, exclusive of its conflict of law provisions.

#### 19. Third Party Rights.

The warranties that JNetDirect has given you in this Agreement extend only to you, and not to your consultants, customers, or to the companies that supply your business with goods or services or that distribute your goods or services.

#### 20. Severance.

If any provision of this Agreement is held to be illegal or unenforceable for any reason, then that provision will be deemed to be restated so that it may be enforced to the maximum extent permissible under law. The remainder of this Agreement will remain in full force and effect.

#### 21. Notices.

Any notice required to be delivered to any party shall be in writing and shall be deemed effective (i) when personally delivered to an officer of the receiving party; or (ii) seven (57) business days after it is mailed, postage prepaid, registered or certified mail, postage prepaid, or three (23) business days after it is sent by one-day express mail, in either case addressed to the receiving party.

#### 22. Restricted Rights Only.

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#### 23. Assignment.

You may not assign this Agreement without JNetDirect' consent an any attempt to do so shall be void ab

initio.

#### 24. Independent Contractors.

Both parties are independent contractors for all purposes under this Agreement.

#### 25. Compliance with Laws.

(a) Local Compliance. You will, at its expense, obtain and maintain the governmental authorizations, registrations and filings that may be required under the laws of the countries to execute or perform this Agreement. You will otherwise comply with all laws, regulations and other legal requirements within the countries that apply to this Agreement, including without limitation export, tax and foreign exchange regulations and legislation. The Licensed Software cannot be exported or re-exported into (or to a national or resident of): (a) Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country to which the U.S. has embargoed goods; and/or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Entity List, or the U.S. Commerce Department's Denied Parties list. You warrant to JNetDirect that you are not located in, under the control of, or a national or resident of any country described above, nor a party named on any list described above.

(b) Unlawful Payments. Licensee will fully comply with the U.S. Foreign Corrupt Practices Act and not use any payment or other benefit derived from JNetDirect to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to (i) an employee, officer or other person acting in an official capacity for any government or its instrumentalities or (ii) any political party, party official or candidate for political office. If an action is brought against JNetDirect claiming that Licensee violated the U.S. Foreign Corrupt Practices Act then Licensee will defend JNetDirect at Licensee's expense including attorney fees and will pay all damages and costs finally awarded against JNetDirect in the action.

#### 26. Survival.

Sections 8, 10, 11, 12, 17 and all limitations and disclaimers, as well rights of action in either party against the other, or an undertaking that by its nature is required to be performed after the term of this Agreement, will survive the termination or expiration of this Agreement.

#### 27. Entire Agreement.

This Agreement constitutes the entire agreement between JNetDirect and Licensee concerning the Licensed Software, your access to it, and supersedes all prior or contemporaneous oral and written understandings and agreements.

#### 28. Glossary

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