



4600 North Park Avenue  
 Suite 200  
 Chevy Chase, MD 20815  
 Tel: 240-744-7620  
 Fax: 301-656-5029

**JACKBE CORPORATION, INC. SOFTWARE MASTER LICENSE AGREEMENT  
 (FOR COMMERCIAL USERS)**

SOFTWARE MASTER LICENSE AGREEMENT No. (Assigned by JACKBE)	
LICENSEE	
LICENSEE REPRESENTATIVE AND TITLE	
ADDRESS	
PHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

JACKBE Corporation, Inc. ("JACKBE") licenses to LICENSEE the use of certain JACKBE computer software ("SOFTWARE") and documentation ("DOCUMENTATION") pursuant to the accompanying TERMS AND CONDITIONS (§§ 1-14) of this JACKBE CORPORATION, INC. SOFTWARE MASTER LICENSE AGREEMENT ("AGREEMENT").

LICENSEE shall also execute a USAGE AND MAINTENANCE AGREEMENT ("U&M AGREEMENT") which shall identify (1) the specific SOFTWARE which is licensed to LICENSEE, (2) the number of licenses issued (that is, the total number of CPU's the SOFTWARE may run on), Maintenance and Technical Support ("MAINTENANCE") and (3) the term of the license, and any MAINTENANCE. This AGREEMENT shall also apply to (1) SOFTWARE and MAINTENANCE which is added in the future (by signing another U&M AGREEMENT), and (2) updated releases provided under a U&M AGREEMENT.

This AGREEMENT, consisting of this page and the accompanying TERMS AND CONDITIONS, shall be binding upon (1) acceptance by LICENSEE and return to JACKBE of an executed copy of the entire AGREEMENT, and (2) acceptance by JACKBE, effective as of the Acceptance Date below. **THE PARTIES AGREE TO TRANSACTIONS BY ELECTRONIC CONTRACT AND ELECTRONIC SIGNATURES (AS STATED IN § 14).**

**ACCEPTED:**  
**(LICENSEE)** \_\_\_\_\_

\_\_\_\_\_  
 (Name of Authorized Representative)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**ACCEPTED:**  
**JACKBE CORPORATION, Inc.**

Luis Derechin  
 (Name of Authorized Representative)

Chief Executive Officer  
 (Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Acceptance Date)



## TERMS AND CONDITIONS

1. **License Grant.** JackBe grants to LICENSEE a non-transferable, non-exclusive, limited license to (i) use the JackBe SOFTWARE and certain third party software that LICENSEE downloads, in object code form only and any modifications provided by JackBe (collectively, the "SOFTWARE") and any related Documentation for internal use only; and (ii) make copies of the Software solely for back-up or archival purposes and for running the Software on multiple servers; provided, that LICENSEE complies with the terms and conditions of this Agreement, including, without limitation any license restrictions set forth in each U&M AGREEMENT. This Agreement is LICENSEE's proof of license to exercise the rights granted herein and must be retained by LICENSEE. LICENSEE may transfer the license granted under this Agreement only if (i) LICENSEE complies with any transfer terms imposed by JackBe and LICENSEE delivers all copies of the Software to the transferee along with a copy of this Agreement; (ii) the transferee accepts the terms and conditions of this Agreement as a condition to any transfer; and (iii) LICENSEE acknowledge and agree that LICENSEE's license to use the Software terminates on transfer. "Documentation" means the end user manuals and other materials relating to the functionality or operation of the Software that may be downloaded or provided with the Software.

2. **Third-Party Software.** The software distributed by JackBe includes certain "Third-Party Software" which JackBe licenses from third parties which is subject to other terms and is not included in the definition of Software. LICENSEE may view the relevant licenses for such Third-Party Software by visiting [INSERT URL HERE]. The Third-Party Software is subject to the terms of such licenses and Section 2 ("Third-Party Software"), Section 5.2 ("Disclaimer") and Section 6 ("Limitation of Liability") of this Agreement. LICENSEE agrees to comply with terms and conditions contained in all such Third-Party Software licenses.

3. **License Restrictions.** This Agreement does not permit LICENSEE or any third party to: (i) translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of all or any portion of the Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate or create derivative works of all or any portion of the Software; (iii) copy the Software onto any public or distributed network, sublicense, rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the Software; or (iv) remove any proprietary markings, copyright, notices, logos, trademarks, trade names or labels on the Software and/or Documentation; (v) use the Software on any computer not controlled by LICENSEE. LICENSEE's grant to use the SOFTWARE is limited to business uses, and shall not include consumer use for personal, family, or household purposes. LICENSEE agrees that this is a business transaction, and not a consumer transaction. Except as expressly set forth in Section 1, no licenses of any kind are granted hereunder, whether by implication, estoppel or otherwise.

4. **Limited Warranty and Disclaimer.**

4.1 **Limited Warranty.** JackBe warrants that the Software will conform in all material respects to the Documentation when installed and for ninety (90) days thereafter. Should a material nonconformity appear within such warranty period, and provided LICENSEE has given written notice to JackBe, JackBe will, as its sole and exclusive liability to LICENSEE, use commercially reasonable efforts to correct the nonconformity and provide LICENSEE with one (1) copy of any such corrected version of the affected Software or provide a refund of the fees paid for the non-conforming Software and terminate this Agreement, at JackBe's election and expense. This limited warranty shall not apply to any Software that has been modified by any party other than JackBe or that has been improperly installed or subjected to commercially unreasonable stress or conditions. JackBe does not warrant that LICENSEE's use of the Software will be uninterrupted or that the operation of the Software will be error-free. Both parties understand that software has inherent limitations, and LICENSEE must determine that the Software licensed hereunder meets LICENSEE's requirements. LICENSEE agree that LICENSEE has the sole responsibility for the adequate protection and backup of LICENSEE's data and/or equipment used with the Software.

4.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1, NEITHER JACKBE NOR ITS LICENSORS MAKE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO THE SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THE SOFTWARE AND THE THIRD-PARTY SOFTWARE ARE

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5. **Limitation On Consequential Damages.** NEITHER JACKBE NOR ITS LICENSORS SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED ARISING FROM THE USE OF THE SOFTWARE OR THE THIRD-PARTY SOFTWARE, AND EVEN IF JACKBE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

6. **Limitation of Liability.**

6.1 IN NO EVENT WILL JACKBE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE FEES LICENSEE HAS PAID FOR THE SOFTWARE. ADDITIONALLY, IN NO EVENT SHALL JACKBE'S LICENSORS BE LIABLE FOR ANY DAMAGES UNDER THIS AGREEMENT.

6.2 THE LIMITATIONS OF THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE, PROVIDED HOWEVER THAT THIS PROVISION SHALL NOT APPLY TO ANY INTENTIONAL OR WILLFUL ACT BY A PARTY.

7. **Term and Termination.** This Agreement is effective on the Effective Date and will continue until terminated ("Term"). LICENSEE may terminate this Agreement at any time by providing JackBe with thirty (30) days' written notice of termination. JackBe may by notice in writing to LICENSEE terminate this Agreement if any of the following events occur: if LICENSEE is in breach of any term, condition or provision of this Agreement or required by the applicable law and fail to remedy such breach (if capable of remedy) within thirty (30) days of having received written notice of such breach from JackBe; if LICENSEE enters into any form of insolvency administration, including liquidation, bankruptcy, receivership, voluntary administration or otherwise. Upon termination or expiration of this Agreement, LICENSEE must cease using the Software and destroy all copies of Software and Documentation. Except for Section 1 ("License"), Section 4.1 ("Limited Warranty"), Section 10 ("Maintenance and Support"), all Sections of this Agreement shall survive termination.

8. **Intellectual Property Rights.** All rights, title and interest, in and to intellectual property embodied in the Software and any improved, updated, modified or additional parts thereof, shall at all times remain the property of JackBe or its licensors. The Software is protected by United States copyright laws and international treaty provisions. LICENSEE may not remove the copyright notice from the Software or the Documentation. Nothing herein shall give or be deemed to give LICENSEE any right, title or interest in or to the same except as expressly provided in this Agreement. JackBe reserves all rights not expressly granted in this Agreement. If LICENSEE, in breach of Paragraph 3 item (ii) above, makes any modifications or derivative works to the Software, in addition to any rights or remedies JackBe may exercise pursuant to this Agreement, LICENSEE hereby assigns and agrees to assign to JackBe all rights, title and interest in and to such modifications and/or derivative works.

9. **Payment.** LICENSEE shall pay the license fees for the Software set forth in each U&M AGREEMENT. Pricing is considered to be confidential information between the parties.

9.1 **Invoices.** All invoices shall be due and payable thirty (30) days from the date of JackBe's invoice. Any amounts not paid within thirty (30) days of the date of JackBe's invoice shall accrue interest at a rate of one and one-half percent (1.5%) for each month that the invoice is overdue, or the



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highest interest rate permitted by applicable law, whichever is lower. All fees are in US Dollars.

9.2 **Taxes.** All prices are exclusive of any sales, value-added, foreign withholding or other governmental taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the SOFTWARE or performance of any services (collectively, Taxes"). LICENSEE shall be responsible for, and if applicable reimburse JackBe for, all such Taxes, except for governmental or local taxes imposed on JackBe's corporate net income.

9.3 **Audit.** LICENSEE agrees that JackBe or its agent may audit LICENSEE's records to verify LICENSEE's compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at LICENSEE's offices and in such a manner as not to interfere unreasonably with LICENSEE's normal business activities. JackBe will pay the costs of the audit unless such audit reveals an underpayment of five percent (5%) or more for the audited period, in which event the costs of such audit shall be paid by LICENSEE.

10. **Maintenance and Support.** JackBe will provide LICENSEE with (i) maintenance and support at the level set forth in each U&M AGREEMENT, all as described on [INSERT URL OR WILL THIS BE DESCRIBED ON AN EXHIBIT?].

11. **U.S. Government End Users.** The SOFTWARE under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

12. **Confidential Information.** LICENSEE shall not publish, disseminate or disclose to any other person, firm, organization or corporation, and shall protect against disclosure and unauthorized use (and assist JackBe in remedying the same), JackBe's Confidential Information (as hereinafter defined). LICENSEE agrees to use JackBe's Confidential Information only in connection with its obligations to be performed and rights to be exercised under this Agreement, and shall disclose such information to its employees or contractors only on a need to know basis and provided such employees and contractors have agreed to be bound by the terms of this Agreement either by virtue of their employment or by a written agreement. "Confidential Information" shall mean JackBe's non-public technical and non-technical information, including but not limited to business and marketing strategies, employee and customer lists, project plans, design documents, software code and designs, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, customer profiles and other information of JackBe which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible or intangible form (including information received, stored or transmitted electronically). JackBe's Confidential Information specifically includes the SOFTWARE and the Documentation. LICENSEE shall not disclose any terms of the Agreement, except as agreed by JackBe in writing. Confidential Information shall not include any LICENSEE information except to the extent it is subject to a separate written confidentiality agreement between the parties.

13. **General.** LICENSEE acknowledges and agrees that the SOFTWARE, Third-Party Software and technology subject to this Agreement are subject to the export and reexport control laws and regulations of the United States and any applicable jurisdiction, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. LICENSEE will comply with these laws and regulations. LICENSEE shall not without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of

"Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. Except as expressly provided herein, LICENSEE may not assign LICENSEE's rights or delegate LICENSEE's obligations under this Agreement, without the prior written consent of JackBe, except to the surviving entity in a merger or consolidation of LICENSEE or to a purchaser of all or substantially all of LICENSEE's assets and such surviving entity or purchaser expressly assumes this Agreement in writing. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland and the federal U.S. laws applicable therein, excluding its conflicts of law provisions, and LICENSEE and JackBe agree to submit to the personal and exclusive jurisdiction of the courts located in Montgomery County, Maryland. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor UCITA will apply to this Agreement. 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. The limitations on liability and remedies in this Agreement are essential parts of the basis of the bargain between the parties and shall apply notwithstanding any failure of essential purpose. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Notices shall be sent to the addresses as set forth above, or at such other address as will be given by either party to the other in advance in writing. This Agreement, and the documents referenced in this Agreement, constitutes the entire agreement between LICENSEE and JackBe relating to its subject matter and all terms herein and supersedes all prior or contemporaneous agreements or understandings.

14 **Electronic Signatures.** THIS AGREEMENT, AND ANY U&M AGREEMENT(S) (EXCEPT AS CONTRARY TERMS ARE STATED IN SUCH AGREEMENTS), SHALL BE SUBJECT TO THE PROVISIONS OF THE U.S. ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, THE MARYLAND UNIFORM ELECTRONIC TRANSACTIONS ACT, AND THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTION ACT, WHICH MAKE LEGALLY EFFECTIVE A CONTRACT IN ELECTRONIC FORM, AND AUTHORIZE ACCEPTANCE BY MEANS OF AN ELECTRONIC SIGNATURE OR PROCESS.

END OF AGREEMENT