

ATTACHMENT VII
END USER LICENSE AGREEMENT

Janya Semantex™ Software Licensing Agreement

IMPORTANT! READ BEFORE DOWNLOADING, LOADING, INSTALLING, ACCESSING, USING OR TRANSMITTING ANY JANYA SOFTWARE (INCLUDING UPGRADES AND ALL FILES DELIVERED THEREWITH) OR DOCUMENTATION

This Janya Software License Agreement (SLA) is a legal agreement between you (either an individual or a single entity) and Janya, Inc. for the Semantex software product, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this SLA. If you do not agree to the terms of this Software License Agreement, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund.

LICENSOR LICENSES THE SOFTWARE PRODUCT AND DOCUMENTATION TO THE PERSON TO THE PERSON OR ENTITY SET FORTH IN THE LICENSOR INVOICE (ALSO REFERRED TO HEREIN AS "YOU" AND "LICENSEE") SOLELY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BEFORE YOU INSTALL THE SOFTWARE PRODUCT, PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, LICENSOR IS UNWILLING TO LICENSE THE SOFTWARE PRODUCT OR DOCUMENTATION TO YOU, IN WHICH CASE YOU SHOULD INSTALL THE SOFTWARE PRODUCT, NOT USE THE SOFTWARE PRODUCT OR DOCUMENTATION AND REMOVE THE SOFTWARE PRODUCT AND DOCUMENTATION FROM YOUR SYSTEM. BY INSTALLING OR BY OTHERWISE ACCESSING OR USING THE SOFTWARE PRODUCT OR DOCUMENTATION, YOU ARE CONSENTING TO BE BOUND BY, WARRANTING YOUR COMPLIANCE WITH AND BECOMING A PARTY TO THIS AGREEMENT AND WARRANTING THAT THE INDIVIDUAL WHO ACCEPTS THIS AGREEMENT IS OVER 18 YEARS OF AGE AND HAS AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PERSON OR ENTITY SET FORTH IN THE LICENSOR INVOICE. Such acceptance and this Agreement shall be deemed to be as effective as execution of this Agreement by a written signature performed manually by you, and this Agreement shall be deemed to satisfy any writings requirements of any applicable law, notwithstanding that the Agreement is written and accepted electronically. Licensor's records of the date on which you accept this Agreement, and the effective date of all future changes to this Agreement, shall be conclusive evidence as to the effective date. Licensor's electronically or other properly stored copy of this Agreement shall be deemed to be the true, complete, valid, authentic and enforceable copy of this Agreement. You agree that you shall not contest the admissibility or enforceability of Licensor's copy of this Agreement, as amended, in a court or any proceedings arising out of this Agreement.

Licensee agrees that prior to installing, accessing or using any Software product or Documentation, Licensee will pay Licensor all applicable license fees and provide Licensor with the names of each Named Developer. Licensee's failure to (a) pay all fees due and owing to

Licensors or (b) provide Licensor with the names of each Named Developer shall result, without further notice, in the immediate, automatic termination of the following license to use the Software product and Documentation.

Section 1: License Grant

(a) Subject to payment by Licensee of all amounts due hereunder, and its compliance with the other terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, revocable, non-sublicensable during the Term to (a) install and use, solely at the Site, one (1) copy of the Software product and Documentation under usage conditions specified in the invoice.

For the avoidance of doubt, Licensee shall not, and shall not permit or authorize any person or entity to use the Software product (or any Janya Application) in any manner not expressly permitted above, unless and until Licensor has expressly granted Licensee such additional rights in writing and Licensee has paid Licensor all applicable additional license fees.

(b) In the event that Janya provides a development or evaluation license then Janya grants Licensee the right to use the software in a limited, non-production capacity for purposes of evaluating the capability of the software only. All rights to the software cease at the end of the evaluation period and the software is transferable. At the end of the evaluation period, Licensee agrees to remove all installed copies of the, unless either:

- (i) Licensee agrees to purchase the software subject to the terms of this agreement.
- (ii) Janya agrees to extend the evaluation period by providing an addendum to this agreement or otherwise in writing

Section 2: Restrictions

(a) The license granted herein shall be in effect only during the Term of this Agreement and shall only extend to Licensee and not to any parent, subsidiary, employee nor affiliate of Licensee, nor to any third party outsourcer nor other service provider of Licensee. Licensee agrees that any and all copies of the Software product that Licensor may permit Licensee to make pursuant to Licensor's prior express written consent will contain the same proprietary rights notices which appear on and in the Software product.

(b) Except as and to the extent expressly and unambiguously permitted in this Agreement, Licensee will not, and will not permit any other person or entity to:

- i. duplicate, copy, modify or otherwise alter, incorporate into other materials or create any derivative work based upon, in any manner whatsoever, in whole or in part, the Software product (or any portion thereof), the Documentation or any other Confidential Information.
- ii. separate or uncouple any portion of the Software product, in whole or in part, from any other portions of the Software product.
- iii. publish, disclose, display or make accessible, distribute, lease, pledge, sublicense, lend, provide, sell, transfer, assign or otherwise convey, or grant any security interest in, the Software product (or any portion thereof), any Documentation, any Janya Applications, or any other Confidential Information or any of Licensee's rights herein, in whole or in part, to any person or entity. Without limiting the generality of the foregoing, Licensee shall not make any of the foregoing available, via the internet, an Intranet or otherwise,

to any person or entity other than the Named Developer(s) and Authorized Application Users.

- iv. use the Software product or the Documentation (or any portion thereof or any information derived therefrom) to create any Janya Application(s) that (i) may be used or adapted for use to create software and/or Applications that are the same or similar to any Software product (or any portion thereof), (ii) may be used or adapted for use as a substitute or replacement for, or otherwise competitive with, any product (including the Software product) or service made available by Licensor or its affiliates from time to time, or (iii) enables re-distribution of any Software product (or any portion thereof) or any Janya Application to any person or entity (other than the Named Developer(s) and Authorized Application Users, as and to the extent expressly permitted hereunder).
- v. use or have access to the Software product (or any portion thereof) or any Janya Application(s) to provide any third party hosting services, application service provider-type services, CD-ROM distribution, time sharing, service bureau or similar services.
- vi. incorporate or embed the Software product, any Janya Application(s) or any portion thereof into any other software system or product (e.g., OEM via CD-Rom, subscription or otherwise) in any manner, or license or otherwise make available the Software product or any Janya Application(s) as part of a package or bundle with other software, products or services except as specified in the Redistribution clause of the invoice.
- vii. reverse assemble, reverse engineer (except solely to the extent that applicable local law prohibits reverse engineering restrictions), translate, disassemble, decompile, decrypt or otherwise attempt to create or discover any Source Code, underlying algorithms, ideas, file formats or programming interfaces of the Software product (or any portion thereof) by any means whatsoever.

(c) For the avoidance of doubt: (i) Licensor reserves all rights not expressly and unambiguously granted herein and (ii) any use of the Software product (or any Janya Application) not expressly and unambiguously authorized hereunder is considered a material breach of this Agreement.

Section 3: Definitions.

Each of the following terms has the meaning set forth below for purposes of the Agreement:

- (i) "Documentation" means all operating manuals in electronic or print media provided by Janya, as updated from time to time, to facilitate use of the Licensed Products.
- (ii) "Error Correction" means a modification to the code of the Software to cause the Software to operate in accordance with the Documentation or to the Documentation to correctly reflect the operations of the Software.
- (iii) "Licensed Products" means the Software, Documentation, and applications constructed using the Semantex software.
- (iv) "Licensee Equipment" means each server, each workstation, each client, all Local Area Networks (LAN), all Wide Area Networks (WAN), all printers, modems and other peripheral devices and all components of the foregoing that are owned or leased by a Licensee and that will be used in connection with the Licensed Products.

- (v) "Permitted Use" means use of the Licensed Products solely in connection with the delivery of products and services to the United States Federal Government or a state or local government.
- (vi) "Person" means any corporation, governmental authority, individual, limited liability company, partnership, trust or other entity.
- (vii) "Software" means the object code for the computer programs specified in this Agreement.
- (viii) "Subsidiaries" means each Person controlled, directly or indirectly, by Licensee.
- (ix) "Term" means a period commencing on the date of this Agreement and continuing in perpetuity.
- (x) "Warranty Period" means the period beginning upon the date on which the Licensed Products are delivered for use by a Licensee and ending 30 calendar days thereafter.
- (xi) "Application" means a set of Object Code designed to be executed on a computer processor.
- (xii) "Authorized Application Use" means the use, during the Term, of a Janya Application by an Authorized Application User for (i) Beta Use via the Test Environment, and (ii) solely as and to the extent expressly permitted in the Existing Agreement or in the Licensor Invoice, Productive Use via the Licensed Server(s), in each case not for re-distribution or resale to, any third party.
- (xiii) "Authorized Application Users" means Licensee employees and other persons who desire to access a Janya Application to make Authorized Application Use thereof.
- (xiv) "Beta Use" means the use by a Named Developer or other Authorized Application User of a Janya Application for the sole and limited purpose of evaluating and testing the functionality of such Janya Application in a Test Environment, but not for any Productive Use, for re-distribution, resale or any other purpose.
- (xv) "Deploy" means the uploading, transfer, installation, placement, or inclusion of a Janya Application (a) into or onto a Licensed Server and/or (b) in another manner, solely as and to the extent expressly permitted in the Existing Agreement or in the Licensor Invoice, in each case solely for Authorized Application Use thereof.
- (xvi) "Development Environment" means the non-public, internal portion of Licensee Systems used by Named Developers for the sole purpose of developing Applications.
- (xvii) "Documentation" means the Software Product developer's guide that Licensor makes available to Licensee hereunder.
- (xviii) "Licensor Invoice" means the invoice provided by Licensor to Licensee setting forth the details of Licensee's acquisition of the license to use the Licensed Software granted hereunder.
- (xix) "Licensed Server(s)" means the number of Webservers set forth in the Licensor Invoice, served from a computer within the Licensee System, onto which Licensee may Deploy Janya Applications.
- (xx) "Software Product" means Janya Semantex and Janya Additional Materials, including all Janya Semantex Embedded Objects, and any Upgrades, enhancements and new versions thereof provided by Licensor hereunder.
- (xxi) "Licensee Systems" means computers, located at the Site and owned and operated by Licensee.
- (xxii) "Named Developers" means the number of Site-based Licensee employees set forth in the Licensor Invoice.
- (xxiii) "Object Code" means the non-human-readable code form of a computer program that is created when Source Code is compiled.
- (xxiv) "Productive Use" means use by an Authorized Application User of a Janya Application for its intended business purpose (i.e., not development, evaluation or testing thereof), but not for re-distribution or resale to, any third party.
- (xxv) "Site" means the address set forth in the Licensor Invoice.

(xxvi) "Source Code" means the human-readable code form of a computer program (in the original language or in a language which substantially preserves its original identity).

(xxv) "Test Environment" means the non-public, internal portion of the Licensee Systems into which a Janya Application may be uploaded, transferred, installed, placed, or included and made accessible solely for Beta Use.

(xxvi) "Janya Additional Materials" means Licensor's proprietary libraries, components, configuration files and/or other materials (including Janya Applications), in each case solely as and to the extent expressly set forth in the Existing Agreement or Licensor Invoice.

(xxvii) "Janya Application" means any Application created by a Named Developer using Licensed Software and containing Janya Embedded Objects.

(xxviii) "Upgrades" means updates, enhancements, new releases or revised versions of Licensed Software solely to the extent that Licensor makes the foregoing generally commercially available, at no additional cost, to other licensees of the Licensed Software paying an Annual Maintenance fee. The term "upgrade" does not include any experimental, beta, custom, or other software.

(xxix) "Webserver" means a server program that serves files or information that may be accessed by users or other software using the World Wide Web and related technologies.

Section 4: Responsibilities of Licensee.

In addition to its other obligations under this Agreement, Licensee is responsible at its own expense for (a) purchasing, leasing or otherwise acquiring all Licensee Equipment, (b) installing and maintaining all Licensee Equipment, (c) preparing each site for the installation and operation of the Licensed Products and all Licensee Equipment, (d) obtaining the right to use the operating system software for all Licensee Equipment and any application or other software other than the Licensed Products necessary for the use of the Licensed Products and Licensee Equipment and (e) maintain and reproduce any notices contained in the Licensed Products, such as copyright notices, trademark legends, claims of confidentiality or trade secret rights and all other proprietary rights notice.

Section 5: Further Limitations.

(a) Title to the Licensed Products is not being transferred to Licensee pursuant to this Agreement. Except for the right to use the Licensed Products pursuant to this Agreement, Licensee is not obtaining any proprietary or other interest in the Licensed Products. Janya owns and retains all title, copyright, and other proprietary rights in the Licensed Product and any document on the Licensed Software. Licensee may not (i) copy the Licensed Products, (ii) sublicense or otherwise allow any Person (other than an employee or other agent of Licensee acting on behalf of Licensee) to use the Licensed Products, (iii) transfer the Licensed Products to any other Person, (iv) modify, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Products, (v) remove any copyright, trademark or other similar notice, (vi) may not modify, the Software (except to the extent applicable laws specifically prohibit such restriction) or (vii) grant to any Person the right to do anything prohibited in clause (i), (ii), (iii) (iv), (v) or (vi) of this sentence, except as set forth in paragraph (b) of this Section.

(b) From time to time, Janya or its agents shall have the right to inspect Licensee's use of the Licensed Product to ensure that Licensee has complied with all provisions of this Agreement.

(c) Licensee may from time to time make a backup copy of the Licensed Products to be used by Licensee during the Term only (i) in the ordinary course of the business of Licensee upon the loss, destruction or theft of the copy of the Licensed Products given to Licensee by Janya, (ii) for the purpose of performing disaster recovery testing so long as such testing does not exceed a period of 30 consecutive calendar days and (iii) during any period in which the location at which the Licensed Products are usually used is unavailable for any reason.

Section 6: Warranties.

(a) Janya warrants and represents to Licensee that (i) Janya has the right to license to Licensee, maintain and modify the Licensed Products pursuant to this Agreement, (ii) during the Warranty Period, the Licensed Products will perform substantially in accordance with the Documentation and (iii) all services rendered by Janya pursuant to this Agreement will be so rendered in a commercially reasonable manner.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8(a), THE LICENSED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND JANYA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND TO LICENSEE OR ANY OTHER PERSON WITH RESPECT TO THE LICENSED PRODUCTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, JANYA DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF USAGE, OR COURSE OF PERFORMANCE.

Section 7: Limitation of Liability.

(a) If the Licensed Products do not perform during the Warranty Period as warranted by Janya pursuant to this Agreement, the only liability of Janya to Licensee will be for Janya to modify the Licensed Products so that they perform as so warranted.

(b) The aggregate liability of Janya to Licensee and other Person for the failure of Janya to modify the Licensed Products or for any other claim relating to this Agreement or the Licensed Products, whether such claim is for breach of contract, based upon the occurrence of a tort, product liability or otherwise, will be limited to the actual and direct damages incurred by Licensee and other Person not to exceed the license fee paid by Licensee to Janya pursuant to this Agreement.

(c) ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, JANYA ITS EMPLOYEES, AFFILIATES, STOCKHOLDERS, DISTRIBUTORS, LICENSORS, SUPPLIERS, DIRECTORS, AND AGENTS WILL IN NO EVENT HAVE ANY RESPONSIBILITY OR INCUR ANY LIABILITY TO LICENSEE, AND ITS EMPLOYEES, AFFILIATES, STOCKHOLDERS, CUSTOMERS, SUPPLIERS, DIRECTORS, OR AGENTS FOR (i) ANY MATTER THE RESPONSIBILITY FOR WHICH RESTS WITH LICENSEE PURSUANT TO THIS AGREEMENT, (ii) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL DAMAGES PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE, INABILITY TO USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, USE OR COST OF SUBSTITUTE SOFTWARE, LOST SAVINGS AND LOST REVENUES, OR BUSINESS INTERRUPTION) INCURRED BY LICENSEE OR ANY OTHER PERSON,

EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY JANYA, EVEN IF THERE IS A FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY; EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE OF THE PARTY; AND IRRESPECTIVE OF THE THEORY OF LIABILITY; (iii) ANY CLAIM MADE BY ANY PERSON AGAINST LICENSEE, (iv) ANY FAILURE OR DELAY IN THE PERFORMANCE BY JANYA OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING FROM AN ACT OF GOD, AN ACT OF ANY GOVERNMENTAL AUTHORITY, A FAILURE OF ANY UTILITY OR ANY OTHER EVENT NOT REASONABLY WITHIN THE CONTROL OF JANYA AND (v) ANY SOFTWARE OR OTHER PRODUCT OF A PERSON OTHER THAN JANYA EXCEPT FOR THE LICENSED PRODUCTS.

Section 8: Taxes.

Any fee payable by Licensee pursuant to this Agreement does not include any applicable federal, state, county or local tax. Any such tax (except for any such tax on the income of Janya) assessed upon Licensee's licensing the Licensed Products pursuant to this Agreement, any services rendered by Janya pursuant to this Agreement, or otherwise relating to this Agreement (including, but not limited to, any excise, property, sales or use tax) will be added to such fee and paid to Janya by Licensee within 30 calendar days after Licensee receives an invoice from Janya with respect to such tax.

Section 9: Termination.

(a) Janya may terminate this Agreement in its entirety if Licensee fails to perform any obligation of Licensee pursuant to this Agreement and such failure continues for more than 30 calendar days after notice of such failure is given by Janya to Licensee; provided, however, that the right of Janya to terminate this Agreement pursuant to this sentence is in addition to, and not in lieu of, each other right and remedy Janya may have under this Agreement or applicable law (including, but not limited to, monetary damages).

(b) Licensee may terminate this Agreement in its entirety at any time by giving notice to Janya in writing of such termination if Janya fails to perform any material obligation of Janya pursuant to this Agreement and such failure continues for more than 90 calendar days after notice of such failure is given by Licensee to Janya. No such termination will entitle Licensee to a refund or abatement of any amount previously paid or becoming due pursuant to this Agreement.

(c) Upon the termination of this Agreement in its entirety, whether pursuant to this Section or otherwise, Licensee will (i) return to Janya each copy of the Licensed Products and each document and other tangible item relating to the Licensed Products in the possession or under the control of Licensee, (ii) not use or permit any Person under the control of Licensee to use the Licensed Products and (iii) pay to Janya all amounts owing under this Agreement that have not previously been paid.

(d) The provisions of Sections 5, 6, 7, 8(b), 9(b), 9(c), 10, 11(c) and 12 through 20 will survive the expiration or termination of this Agreement for any reason and may be enforced after such expiration or termination.

Section 10: Export Control.

Licensee agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Product or any direct

product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product from the U.S.

Section 11: U.S. Government End Users

The Licensed Products are a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Licensed Products with only those rights set forth herein.

Section 12: Notices.

- (a) Notices required by this Agreement must be addressed as follows:
(i) To Janya:

Janya Inc.
1408 Sweet Home Road, Suite 1
Amherst, NY 14228
Facsimile: (716) 565-0308
Attn: President

- (ii) To Licensee:

Name: _____
Address: _____
Facsimile: _____
Contact: _____

- (b) Notices will be sent by courier or facsimile or by express, registered or certified mail, postage prepaid, return receipt requested. The date of receipt will be deemed to be the date on which such notice was actually received or officially recorded as delivered.
(c) Each party will promptly give the other party written notice of any change of address.

Section 12: Equitable Relief.

Licensee acknowledges that a remedy at law will be inadequate if Licensee violates any provision of Sections 2, 5 or 9(c). Licensee consents to Janya's obtaining from a court having jurisdiction an injunction, a restraining order, specific performance or any other equitable relief against Licensee to enforce any such provision. The right of Janya to obtain such equitable relief shall be in addition to, and not in lieu of, each other right and remedy Janya may have under this Agreement or applicable law (including, but not limited to, monetary damages).

Section 13: Amendments.

This Agreement contains the entire agreement between Janya and Licensee with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by Janya or

Licensee with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by Janya or Licensee, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, will amend this Agreement or impair or otherwise affect any of Janya's or Licensee's obligations pursuant to this Agreement or any of Janya's or Licensee's rights and remedies pursuant to this Agreement. No amendment to this Agreement will be effective unless made in a writing duly executed by Janya and Licensee and specifically referring to each provision of this Agreement being amended.

Section 14: Waiver.

No failure of Janya or Licensee to exercise, and no delay by Janya or Licensee in exercising, any right or remedy under this Agreement will constitute a waiver of such right or remedy. No waiver by Janya or Licensee of any such right or remedy under this Agreement will be effective unless made in a writing duly executed by Janya or Licensee, whichever the case may be, and specifically referring to each such right or remedy being waived.

Section 15: Severability.

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is prohibited by or invalid under such law, it will be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it will be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

Section 16: Binding.

This Agreement is binding upon and will inure to the benefit of Janya and Licensee, and each of Janya's and Licensee's successors and assignees; however, neither Janya nor Licensee may delegate any right or obligation under this Agreement, whether by operation of law, or otherwise, without the prior written consent of the other.

Section 17: Governing Law.

This Agreement is governed by and interpreted and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws.

Janya and Semantex are either the registered trademarks or trademarks of Janya, Inc. in the United States and/or other countries.

Section 18: Confidentiality.

(a) Nothing herein shall preclude the Licensee from disclosing the existence of this Agreement and the general scope of the license granted hereunder. However, Licensee shall not disclose the economic terms of this Agreement except that Licensee may disclose such economic terms as required by Federal Policy.

(b) Subject to the exceptions set forth herein, all information or material disclosed pursuant to this Agreement and/or related to the Licensed Product shall be confidential ("Confidential

Information”). Recipient of the Confidential Information (“Receiving Party”) agrees to hold in confidence, and not to distribute or disseminate to any person or entity, for any reason for a period of seven (7) years after receipt, any Confidential Information received, under or relating to this Agreement, except for Confidential Information which:

- A. was known or used by the Receiving Party prior to the date of disclosure to the Receiving Party as evidenced by written records; or
- B. either before or after the date of disclosure is lawfully disclosed to the Receiving Party by sources other than the Providing Party which are rightfully in possession of the Confidential Information and not subject to any obligation of confidentiality, as evidenced by written records; or
- C. either before or after the date of disclosure to the Receiving Party becomes published, through no fault or omission on the part of the Receiving Party; or
- D. is independently developed by or for the Receiving Party without reference to, knowledge of, or reliance upon the Confidential Information as evidenced by written records; or
- E. is required to be disclosed by the Receiving Party to comply with applicable laws, to defend or prosecute litigation or arbitration or to comply with governmental regulations or Federal Policy, provided that the Receiving Party provides prior written notice of such disclosure to the Providing Party and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure, and further provided that specific information shall not be deemed to be within any of these exclusions merely because it is embraced by more general information falling with these exclusions.

All information concerning the Licensed Product shall be deemed Confidential Information of Janya. Disclosures of Confidential Information to Licensee, whether before or after the Effective Date, shall be deemed, for purposes of this Section, to be disclosures made by Janya.

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