

Software License Agreement

This Software License Agreement (this "Agreement") is made by and between [REDACTED] with its principal place of business at [REDACTED] ("Licensee"), and Lombardi Software, Inc., a Delaware corporation with its principal place of business at 4516 Seton Center Plaza, Suite 250, Austin, Texas, 78759 ("Lombardi") effective as of [REDACTED] ("Effective Date"). Now, therefore, the parties hereby agree as follows:

1. License Grant; Delivery

1.1 Grant of License. Subject to the terms and conditions of this Agreement, Lombardi hereby grants to Licensee a worldwide, non-exclusive, non-transferable, right and license to use (a) the software described in Exhibit A in machine-readable format (the "Software") solely for internal use (which may include the right of external customers, suppliers, partners and other third parties to access the applications and processes related to Licensee's business which are developed and deployed by Licensee with the Software); and (b) the documentation and other materials described in Exhibit A ("Other Lombardi Materials") solely for use with the Software. (The Software and Other Lombardi Materials are collectively referred to herein as the "Licensed Materials.") Subject to Exhibit A, Licensee may install and use the Software on any computer controlled by Licensee or by any third party outsourced services provide that uses the Software solely to provide services to Licensee.

1.2 Delivery and Acceptance. Lombardi will complete delivery to the Licensee of the Software within three (3) business days of the Effective Date ("Delivery"). Delivery will be made via transfer through an FTP (file transfer protocol) world wide web site. Acceptance by the Licensee of the Software shall be deemed complete upon notification to Licensee that the Software is available for download via the FTP site.

2. Maintenance Services and Professional Services

2.1 Maintenance Services. For so long as Licensee subscribes to and pays for support and maintenance services with respect to the Software ("Maintenance Services") Lombardi shall provide the services as described under Lombardi's Maintenance Services policy in effect on the date such services are ordered. Lombardi's current Maintenance Services Policy is described at <http://www.lombardisoftware.com/product-support-policy.php>. Maintenance Services cannot be provided until the information requested in Exhibit B is provided to Lombardi.

2.2 Professional Services. Licensee may purchase from Lombardi professional services (the "Professional Services") as more particularly described in statements of work that may be entered into from time to time between the parties (each a "Statement of Work"). The Professional Services Terms and Conditions as set forth in Exhibit C are hereby incorporated into this Agreement and shall apply to the performance of any Professional Services purchased by Licensee under this Agreement. In the event of any conflict between such Professional Services Terms and Conditions and the terms and conditions of this Agreement, the Professional Services Terms and Conditions shall prevail and govern.

3. Fees and Payments

3.1 License Fees. In consideration of the grant by Lombardi to Licensee of the license to the Licensed Materials, Licensee will pay to Lombardi license fees at the times and in the amounts set forth in Exhibit A ("License Fees").

3.2 Maintenance Fees. In consideration for the provision of Maintenance Services, Licensee will pay to Lombardi the annual maintenance fees at the times and in the amounts set forth in Exhibit A ("Maintenance Fees").

3.3 Professional Services Fees. In consideration for the provision of Professional Services, Licensee will pay to Lombardi the Professional Services at the times and in the amounts set forth in Exhibit A and/or the applicable Statement of Work ("Professional Services Fees")

3.4 Payment Terms. Except as provided otherwise in Exhibit A with respect to License Fees and Maintenance Fees, or in Exhibit C or the applicable Statement of Work with respect to Professional Services Fees, any payments due hereunder shall be made in U.S. currency and Licensee shall pay the amount invoiced by Lombardi within thirty (30) days of the invoice date without deduction of any kind.

3.5 Method of Payment. All payments by Licensee to Lombardi pursuant to this Agreement shall be made by check or by wire transfer to the bank and account number specified below or such other place as Lombardi may from time to time specify by written notice to Licensee:

Bank: Comerica Bank - CA
Routing Number: 121137522
Bank Address: 226 Airport Parkway
San Jose, CA
Customer Name: Lombardi Software, Inc.
Account Number: 1892023670

Swift/IBAN (International): MNB DUS33

3.6 Late Payment. Licensee will be responsible for a late fee of 1.5 % per month (or the maximum rate allowed by applicable law if it is less) on any amount not paid when due.

3.7 Taxes, Duties and Import/Export Fees. The charges required to be paid hereunder do not include any amount for taxes, duties, import/export fees or assessments of any jurisdiction. Licensee shall reimburse Lombardi and hold Lombardi harmless for all sales, use, VAT, excise, property, or other taxes or levies, duties or import/export fees which Lombardi is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). This provision does not apply to any taxes based on Lombardi's income or on franchise taxes. In addition, if Licensee is required to withhold any taxes or levies assessed under applicable law from the payments due to Lombardi under this Agreement, including, but not limited to withholding tax at source, and any similar taxes, Licensee shall pay to Lombardi such grossed-up amount as would be necessary to provide Lombardi with the full amount of payments due under this Agreement which would apply if such amounts were not subject to said taxes.

4. Reproduction

Licensee may make such number of backup copies of the Licensed Materials as is consistent with Licensee's standard archive or backup policies and procedures. Licensee shall maintain a log of the number and location of all originals and copies of the Licensed Materials, and the relevant contacts at such locations. Lombardi shall have access to such log upon request.

5. Ownership of Licensed Materials, Use Restrictions and Intellectual Property Protection

5.1 Ownership. Lombardi and its licensors shall own all right, title and interest in (a) the Licensed Materials, (b) any copies of any of the foregoing made by Licensee, including translations, compilations, and partial copies, (c) Proprietary Information of Lombardi, and (d) any, patent rights, copyrights, trade secrets, trade marks, trade names, service marks, designs or design marks or proprietary inventions,

designs and information included within any of the items described in clauses (a) through (c). All suggestions, solutions, improvements, corrections, and other contributions provided by Licensee regarding the Licensed Materials shall become the property of Lombardi and Licensee hereby agrees to assign any such rights to Lombardi; provided; however, that any internal-use applications or processes developed by Licensee using the Licensed Materials shall be owned solely by Licensee .

5.2 **Restrictions.** Licensee shall not and shall not permit others to: (i) use the Licensed Materials for anything other than as specifically authorized in Section 1.1 or in such a manner that would enable any unlicensed person to access the Licensed Materials; (ii) make copies of the Licensed Materials except as specifically provided in Section 4; (iii) disassemble, decompile, decipher or reverse engineer the Software or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software, any trade secret information, process, or other information contained in the Software (except insofar as such activities cannot be excluded by law); (iv) permit any other subsidiaries, affiliated entities, or third parties to install or use the Licensed Materials (except for third party service providers that use the Software solely to provide services to Licensee); (v) use the Licensed Materials in operation of a software services bureau; (vi) modify or customize any Licensed Materials in any way or prepare any derivative work based upon any Licensed Materials; (vii) distribute, transfer, lend, sell, lease, rent, sublicense, assign or otherwise transfer any Licensed Materials or portion thereof; (viii) publish or otherwise disclose to any third party the results of any independent performance benchmarks of the Software without Lombardi's prior written consent; or (ix) authorize or permit any person or entity to do any of the foregoing. No third party software included within the Software may be used separately from Lombardi's TeamWorks software or used with any other software not supplied by Lombardi..

5.3 **Proprietary Markings.** Licensee shall not remove, alter or obscure any of Lombardi's (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Lombardi's (or its licensors') ownership from the Licensed Materials. Additionally, Licensee agrees to reproduce and include Lombardi's (and its licensors') proprietary and copyright notices on any copies of the Licensed Materials, or on any portion thereof, including reproduction of the copyright notice.

5.4 **Notice of Infringement.** If Licensee acquires actual knowledge of any breach of this Section 5 or other unauthorized access to the Licensed Materials, copyright infringement, trademark infringement, patent infringement or software piracy, Licensee shall immediately notify Lombardi. Licensee further agrees to cooperate with Lombardi to determine the existence and extent of and to remedy any such infringement, piracy, or breach.

5.5 **Evidence of Compliance; Right to Audit.** Upon request of Lombardi, Licensee shall promptly, and in any event within thirty (30) days, provide Lombardi with any and all evidence reasonably necessary to confirm Licensee's compliance with the provisions of this Agreement. Licensee shall allow Lombardi or a third party auditor retained by Lombardi to enter its premises to verify Licensee's compliance with the provisions of this Agreement upon five (5) business days prior written notice. Any such audit shall be conducted during normal business hours, in a manner so as to not unnecessarily disrupt Licensee's business operations, and in a manner so as to conform to Licensee's confidentiality and security procedures. If Licensee is found not to be in substantial compliance with this Agreement, Licensee shall pay the reasonable expenses incurred by Lombardi associated with such inspection and shall promptly take measures to come into compliance, including the payment of all License Fees and Maintenance Fees payable with respect to any

unauthorized Software licenses which have not previously purchased and paid for under this Agreement (such Fees to be calculated at Lombardi's then-current list prices). Such audit shall not be conducted more frequently than once during any twelve (12) consecutive month period unless a violation of the provisions of this Agreement is found on a prior audit. Lombardi's rights under this Section 5.5 shall survive for one year following termination or expiration of this Agreement.

6. **Proprietary Information**

6.1 **Definition.** As used in this Agreement, "Proprietary Information" means all information disclosed by one party ("disclosing party") to the other party ("receiving party"), before or after the date of this Agreement, and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by the receiving party to the extent that it contains, reflects, or is derived from Proprietary Information. Proprietary Information of Lombardi includes, without limitation, the Licensed Materials. The terms and conditions of this Agreement are Proprietary Information; however, the existence of this Agreement is not Proprietary Information. Proprietary Information does not include information which the receiving party can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt from the disclosing party, (ii) is or becomes general public knowledge through no fault or acts of the receiving party, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without use of any Proprietary Information.

6.2 **Protection of Proprietary Information.** Licensee shall hold the Licensed Materials in strict confidence. Except as expressly permitted in this Agreement, all Proprietary Information of each disclosing party may not be copied, reproduced, or distributed by the receiving party, and the receiving party shall not sell, lease, license, assign, transfer, or disclose such Proprietary Information to any third party. The receiving party shall protect Proprietary Information by using the same degree of care but no less than a reasonable degree of care as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, including, without limitation, securing all servers, drives or media on which the Software is installed or maintained. The receiving party agrees to restrict access to Proprietary Information to only its employees who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The receiving party shall enforce such obligations unless otherwise authorized in writing by the disclosing party. In the event that any Proprietary Information is required to be disclosed pursuant to any law, code or regulation, the receiving party shall give the disclosing party immediate notice thereof and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto.

7. Licensed Materials **Limited Warranties and Disclaimers**

7.1 **Performance.** Lombardi warrants that the Licensed Materials, standing alone without use in combination or conjunction with any third party software or apparatus, will perform substantially in accordance with the applicable specifications included in the Other Lombardi Materials for a period of six (6) months following Delivery. Licensee shall render this warranty null and void if the failure of the Licensed Materials has resulted from an accident, abuse, or misapplication caused by Licensee. Lombardi's entire liability and Licensee's exclusive remedy under this warranty is, at Lombardi's option, either (a) return of the License Fees paid; or (b) repair or replace the Licensed Materials which do not meet the warranties contained in this Section 7. Any replacement of the Licensed Materials

delivered in accordance with this Section 7.1 shall be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7.2 Third Party Software. With respect to any separately identified third party software shipped with the Software which Lombardi identifies as being subject to a different license agreement (i.e., open source or third party vendor), the foregoing shall not apply and such third party software shall instead be subject to such warranties as provided under the applicable license agreement. The third party software vendor shall be responsible for all issues and remedies relating to warranties for its software. Additional information regarding certain third party software is included in Exhibit A. In addition, certain software libraries and other third party software included with the Software are free software and licensed under the terms of the GNU General Public License (GPL) or the GNU Library/Lesser General Public License (LGPL), as the case may be. Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL or LGPL, as the case may be, by accessing the source distribution website at the link described in the Other Lombardi Materials. The GPL/LGPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY. A copy of the GPL and LGPL is included with the Software.

7.3 WARRANTY DISCLAIMER. SECTION 7.1 CONSTITUTES THE ONLY WARRANTIES GRANTED BY LOMBARDI WITH RESPECT TO THE LICENSED MATERIALS OR SERVICES AND ARE EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF ANY COURSE OF DEALING, PROMOTIONAL LITERATURE OR OTHER ACTIONS APPARENTLY CREATING A WARRANTY, LOMBARDI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS DETAILED IN THIS AGREEMENT RESPECTING THE FUNCTIONAL CHARACTERISTICS OR PERFORMANCE OF THE LICENSED MATERIALS OR SERVICES OR OF THE PROFITABILITY OR OTHER BENEFITS TO BE OBTAINED BY LICENSEE FROM THE USE OF THE LICENSED MATERIALS OR SERVICES.

8. Indemnification

8.1 Indemnification by Lombardi. Lombardi shall indemnify, defend and hold harmless Licensee from any claim made by any third party against Licensee that the Licensed Materials, standing alone without use in combination or conjunction with any third party software or apparatus, infringes any U.S. patent, trademark, copyright or other intellectual property right of a third party; provided that Lombardi has the right to control such defense and Licensee gives Lombardi prompt written notice of any such claim after Licensee's notice thereof and provides reasonable assistance in its defense. In the event of such a claim of infringement, Lombardi, at its option, may provide Licensee with substitute Licensed Materials reasonably satisfactory to Licensee to replace the relevant Licensed Materials. Lombardi shall not be liable under this Section if the infringement arises out of Licensee's activities after Lombardi has notified Licensee that Lombardi believes in good faith that Licensee's activities may result in such infringement. The foregoing states the entire liability of Lombardi with respect to infringement of patents, copyrights, trademarks or other intellectual property rights. Lombardi's obligations hereunder specifically exclude any obligations with respect to any patent, copyright, trademark or other intellectual property right outside of the United States.

8.2 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Lombardi from any claim made by any third party against Lombardi relating to any breach by Licensee of Section 5 or 6 hereof or any claim that any software or Proprietary Information

provided by Licensee infringes any U.S. patent, trademark, copyright or other intellectual property right of a third party; provided that Licensee has the right to control such defense and Lombardi provides Licensee prompt written notice of any such claim after Lombardi's notice thereof and provides reasonable assistance in its defense.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES AND CHARGES PAID BY LICENSEE TO LOMBARDI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GAVE RISE TO SUCH DAMAGES HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF DATA OR PROGRAMS, LOSS OF USE OF COMPUTER HARDWARE, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION 9 SHALL NOT APPLY WITH RESPECT TO THE APPLICATION OF SECTION 8 OF THIS AGREEMENT OR WITH RESPECT TO A BREACH OF SECTIONS 5 OR 6 HEREOF.

10. Term; Default and Termination

10.1 License Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration date set forth in Exhibit A, unless terminated earlier under Section 10.3 of this Agreement.

10.2 Maintenance Term. The term for the provision of Maintenance Services shall be as set forth in Exhibit A, unless the Agreement is terminated earlier under Section 10.3 of this Agreement.

10.3 Early Termination. Notwithstanding the foregoing, this Agreement may be terminated as follows: (a) at any time upon mutual written agreement of the parties; or (b) by either party (the "notifying party") by written notice to the other party (the "notified party") if the notified party (i) breaches a material obligation under this Agreement and such breach continues uncorrected for a period of thirty (30) days after notice in writing thereof to the notified party, or (ii) becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy

10.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all license rights granted under this Agreement shall terminate immediately and Licensee shall immediately cease using the Licensed Materials, Lombardi Intellectual Property and any other Lombardi Proprietary Information and ; (b) Licensee shall pay any and all sums then owing to Lombardi hereunder within ten (10) business days from the effective date of termination; (c) Licensee, shall either return to Lombardi all Licensed Materials and Proprietary Information (including all copies thereof) then in its possession, custody or control or destroy all such Licensed Materials and Proprietary Information and certify to Lombardi in writing its election; and (d) Licensee shall not be entitled to any refund of any payments made by the Licensee unless explicitly provided for herein.

10.5 Survival. The respective rights and obligations of Lombardi and Licensee under the provisions of Sections 3, 5, 6, 7, 8, 9, 10 and 12

of this Agreement, and Sections 4 and 5 of Exhibit C, shall survive termination of this Agreement.

11. Escrow. Lombardi has deposited the source code for its proprietary Software ("Escrowed Materials") with Iron Mountain Escrow ("Escrow Agent"). By executing this Agreement, Licensee has the right to become, a beneficiary under the source code escrow agreement (the "Escrow Agreement") between Lombardi and Escrow Agent. All costs of the escrow shall be borne by Licensor except for beneficiary fees and charges which are charged by the Escrow Agent to beneficiaries of the Escrow Agreement. Licensee will have the right to receive the Escrowed Materials from Escrow Agent if Lombardi files a bankruptcy petition under Title 11, Chapter 7 of the United States Code. Upon any release of the Escrowed Materials, Licensee shall (a) only use the Escrowed Materials internally solely to continue the provision of Support Services in accordance with the terms of this Agreement, (b) keep the Escrowed Materials strictly confidential pursuant to Section 6 hereof, (c) not place, or make available, the Escrowed Materials on any computer network (including, without limitation, the Internet, company intranet, or peer-to-peer network) except for Licensee's protected corporate network; (d) not remove or export the Escrowed Materials outside of the United States; (e) not install the Escrowed Materials on any computer systems that are not password protected and housed within a secure facility with restricted access twenty-four (24) hours a day; (f) restrict access to the Escrowed Materials to those employees of Licensee who require access for the performance of their jobs and who are bound in writing to confidentiality obligations no less stringent than those set forth herein; and (g) ensure that any physical copies of the Escrowed Material are protected under lock and key on its premises.

12. Miscellaneous

12.1 Independent Contractor. Licensee and Lombardi are and at all times shall be and remain independent contractors as to each other. At no time shall either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship shall be created or implied by virtue of this Agreement.

12.2 Severability. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

12.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

12.4 Notices. Any notice or reports required or permitted to be given under this Agreement will be given in writing and will be delivered by personal delivery, facsimile transmission or by certified mail, postage prepaid, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of facsimile transmission to the address for notice set forth in Exhibit A. Either party may change its address for notice by providing notice of such address change in accordance with this Section 12.4

12.5 Section Headings. The section and subsection headings in this Agreement are solely for convenience and shall not be considered in its interpretation.

12.6 Force Majeure. If the performance of this Agreement or any obligation hereunder (except payment of moneys due) is prevented, restricted or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, power or supplies; war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition

whatsoever beyond the reasonable control of the party charged with performance, such party, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference for a period of up to three (3) months.

12.7 Waiver. No waiver by either party of any term or condition of this Agreement or any breach thereof, in any one or more instances, shall be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.

12.8 Choice of Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to conflicts of laws rules, which would require application of another substantive law. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising out of or relating to this Agreement may only be brought in the state or federal courts located in Travis County, Texas, and the parties hereby agree and submit to the personal and exclusive jurisdiction and venue of these courts.

12.9 Export and Other Laws. Licensee agrees to comply with all export and re-export restrictions and regulations imposed by the government of the United States and will not commit any act or omission, which will result in a breach of such export restrictions. After Delivery by Lombardi to Licensee, the Licensed Materials will not be exported until and unless Licensee has complied in all respects with all export and re-export restrictions of the United States. Licensee shall also comply with all other applicable laws and regulations of the U.S. as they relate to the Licensed Materials and this Agreement.

12.10 Entire Agreement; Amendment. This Agreement, including its Exhibits, contains the entire integrated agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect thereto. Except as otherwise provided herein, only a written instrument signed by an authorized representative of each party may amend this Agreement. If a Licensee purchase order contains terms which are additional to or inconsistent with the terms of this Agreement, such terms shall be disregarded and the terms of this Agreement shall prevail.

12.11 Injunctive Relief; Attorneys' Fees. Licensee acknowledges and agrees that Lombardi may suffer irreparable damage in the event of a breach by Licensee of the terms of Section 5 of this Agreement and that Lombardi may be entitled to injunctive relief (without the necessity of posting a bond) in the event of any such breach. Licensee and Lombardi acknowledge and agree that the Disclosing Party may suffer irreparable damages in the event of the breach of Section 6 of this Agreement by the Receiving Party and that the Disclosing Party may be entitled to injunctive relief (without the necessity of posting a bond) in the event of any such breach. In addition to any other relief awarded, the substantially prevailing party in any action arising out of this Agreement (including any collection action) will be entitled to its reasonable attorneys' fees and costs.

12.12 Publicity; References. Licensee agree that (a) Lombardi may list Licensee as a Lombardi customer in marketing and promotional materials, Lombardi's web site and in press releases, and may use Licensee's logos in connection therewith; provided that such use at all times complies with Licensee's trademark/logo guidelines, and (b) Licensee will reasonably cooperate in other Lombardi marketing efforts, including participation by Licensee in a joint press release within four (4) weeks following installation of the software.

12.13 Assignability. Notwithstanding the restriction on transferability under Section 1.1 of this Agreement, Licensee may transfer this Agreement in whole but not in part if the following two conditions are both met: (a) the transferee is a wholly-owned subsidiary of Licensee; and (b) the

transferee assumes this Agreement and the duties of Licensee under this Agreement. Any attempt to assign this Agreement not made in accordance with this clause shall be void and without effect.

12.14 Government Usage/Customers. As defined in FARs, the Software and Other Lombardi Materials are a “commercial item” and according to FAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use

modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the US. Government will be governed solely by the terms of the applicable end user license and will be prohibited except to the extent expressly permitted by the terms of this Agreement. The Software and Other Lombardi Materials shall be subject to FAR 52.227-1.

Authorized Signatures.

In order to bind the parties to this Agreement, their duly authorized representatives have signed their names below as of the date set forth in the first paragraph of this Agreement:

Licensee:

[INSERT LICENSEE NAME]

By: _____

Name: _____

Title: _____

Lombardi:

Lombardi Software, Inc.

By: _____

Name: _____

Title: _____