

Master License Agreement

This Master License Agreement (this “Agreement”), effective this ____ day of _____, 2011 (the “Effective Date”), is entered into between Carnegie Speech Company, Inc., with a principal place of business at 437 Grant Street, Suite 918, Pittsburgh, Pennsylvania 15219 (“Carnegie Speech”) and _____. This Agreement and the applicable Supplement must be executed at the task order level and governs the license of software products (“Software”) from Carnegie Speech. Each Supplement is a separate agreement which incorporates the terms of this Agreement, except as described in such Supplement.

1. License Grant; Restrictions.

- 1.1. Subject to the terms and conditions set forth herein and on the applicable Supplement, Carnegie Speech grants Customer a limited, personal, nontransferable, not assignable and nonexclusive license for the license term and number of Users specified on the applicable Supplement to use the Software only through the Software Hosting Service. For the purposes of this Supplement and the Agreement, “Software Hosting Service” means the service by which the Software is hosted or stored on servers or other equipment controlled by Carnegie Speech or its contractors and by which the Software is made available through the Internet for remote use by Customer’s Users.
- 1.2. The Software shall only be used for Customer’s internal business purposes by Customer’s employees or students for whom Customer has license rights, as set forth in the applicable Supplement (“Users”). Customer shall be responsible for the Users’ compliance with the terms and conditions of this Agreement. Customer shall not use the Software as a service bureau. Upon Carnegie Speech’s receipt from Customer of the signed Agreement and Supplement, Carnegie Speech will provide Customer with all necessary log in information to enable the Users to access and use the Software. Customer may allow Users to access and use only Software licensed to Customer for which Customer receives applicable user log in information.
- 1.3. Customer expressly acknowledges that Carnegie Speech owns the Software, and that the Software is not generally published and embodies Carnegie Speech’s trade secrets. All right, title and interest in and to the Software and its documentation, including, without limitation, all copyrights, trade secrets and other intellectual property rights will remain vested in Carnegie Speech and its licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. This Agreement does not transfer any ownership rights. Source code from which the Software object code is derived (the “Source Code”) is not being provided and is a Carnegie Speech trade secret to which access is not authorized. Except to the extent allowed by law, neither Customer nor any other User shall modify, transfer, lend, lease, sublicense, reverse engineer, reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code. Except as expressly authorized under this Agreement, Customer may not use, display, copy, modify, distribute or reproduce the Software. Carnegie Speech reserves all rights not expressly granted to Customer hereunder.
- 1.4. Customer hereby grants to Carnegie Speech a perpetual, non-exclusive, non-transferable license to use, upload, display, copy and store User Data for the purpose of providing the Software Hosting Service pursuant to this Supplement and for making further improvements and other developments to the Carnegie Speech software. For the purposes of this Supplement and the Agreement, “User Data” means all data or other information of Customer’s Users provided to Carnegie Speech hereunder for storage and access through the Software Hosting Service, if any, including, without limitation, voice recordings Users create for use with the Software, and Users’ names, genders, student identification numbers and other similar information. Subject to the foregoing license, Customer shall retain ownership of User Data. Customer shall be solely responsible for acquiring any and all authorization(s) necessary for the use of User Data as contemplated by this Supplement and for the completeness and accuracy of all User Data.

1.5. Carnegie Speech may conduct periodic audits in order to verify Customer's compliance with the terms and conditions of this Agreement subject to reasonable notice and adherence to any security measures the Customer deems appropriate.

1.6. In addition to the obligations of Customer as otherwise specified in this Agreement, Customer shall be solely responsible for the following: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other products and services which may be required to use the Software; (b) the compatibility of the computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software; (c) the maintenance and support of Customer's hardware, peripherals, third party operating systems, third party software and Internet service; (d) the results obtained from use and operation of the Software; (e) providing cabling and all cabling services in preparation for Customer's use of the Software; (f) providing and maintaining the appropriate operating environment for Customer's hardware and peripherals; and (g) all data entry and loading, including, without limitation, uploading of User Data for use with the Software Hosting Service and the Software.

2. Fees.

2.1. Software license fees and services fees are set forth on an applicable Supplement addressed at the task order level with each ordering activity.

2.2. Customer may license additional Software for new Users by notifying Carnegie Speech and executing an additional Supplement to this Agreement. Master contract and relevant task order will govern payment, and supplement regarding number of users must be executed at task order level. Changes to the supplement may require new task order.

3. Technical Support Services; General Releases and Upgrades

3.1. Upon expiration of the warranty period set forth in Section 4 below, the Ordering Activity must agree to pay fees at the task order level in order to avoid a violation of the Anti-Deficiency Act. Carnegie Speech will provide primary support services for the Software to Customer from 8:30 a.m. to 5:30 p.m. Eastern Standard Time/Eastern Daylight Time, Monday through Friday, excluding U.S. and Carnegie Speech holidays, throughout the term of a Software license, and will maintain a telephone support line, incoming facsimile line, electronic mail system or other means of communication to facilitate reporting and resolution of reproducible errors that result in the material failure of the Software to substantially conform with the Software documentation (each a "Problem"). Problems shall be reported by a designated contact of Customer ("Designated Contact") to Carnegie Speech during Carnegie Speech's business hours. After reporting a Problem, Customer shall respond to Carnegie Speech's reasonable requests for detailed information associated with its investigation, diagnosis and resolution of the reported Problem, including establishment of a test environment that permits a Problem to be recreated and a resolution tested. If, after investigating a Problem, Carnegie Speech makes a good faith determination that the Problem is not with, or caused by, the Software, or is not otherwise within the scope of Carnegie Speech's obligations hereunder, Carnegie Speech shall notify Customer of either such determination. Carnegie Speech shall have no obligation to provide support services with respect to the Software to Customer if the Problem is attributable to: (a) use of the Software not in accordance with the Software's then-current documentation; (b) use of the Software in combination with unauthorized hardware or third party software; (c) unauthorized alterations to or modifications of the Software by or at the direction of anyone other than Carnegie Speech; (d) use of the Software

outside the scope of the license rights granted to Customer by Carnegie Speech under this Agreement; or (e) defects, errors, damage or other problems associated with defective or unauthorized hardware or third party (including Customer's and its affiliates') software configured with the Software. It may not be possible to solve all problems or correct all errors in the Software.

- 3.2. From time to time Carnegie Speech may, in its sole discretion, release modifications, updates, changes, additions or other improvements to the Software that improve or extend its functionality or add a feature or features ("General Release") and improvements in the Software that correct Problems, but do not alter or extend the functionality of the Software, that are issued during the term of this Agreement (collectively, "Upgrades"). Carnegie Speech typically numbers its product releases with an "x.y" numbering scheme, where a change in the "x" digit signifies a General Release while a change in the "y" digit signifies an Upgrade. During the term of this Agreement, Carnegie Speech may provide to Customer from time to time any General Releases and Upgrades (including related documentation) that it generally releases at its discretion. Customer shall be responsible, unless otherwise directed by Carnegie Speech, for the installation and implementation of each General Release and each Upgrade; provided, however, Carnegie Speech shall be responsible for supplying Customer with adequate technical guidance, support and training to permit a successful installation and implementation. Each General Release and Upgrade must be installed by Customer within ninety (90) days of its release, and any custom enhancements designed specifically for or at the request of Customer will be developed, tested, installed and implemented on terms and conditions mutually determined by the parties.

4. Limited Warranty.

- 4.1. Carnegie Speech warrants that, for thirty (30) days from the date of delivery to Customer of a production release of the Software, such Software will operate substantially in conformance with its applicable documentation, provided that Customer operates such Software in compliance with such documentation. If the Software does not operate as set forth above, at Carnegie Speech's option, Carnegie Speech will either make it conform or replace it with conforming Software and otherwise provide the support services for such Software as set forth in Section 3 of this Agreement. The limited warranty set forth above does not apply to nonconformities determined by Carnegie Speech to have been caused by (a) deletions or modifications to the Software performed by a party other than Carnegie Speech, (b) negligence in the operation or use of the Software, or (c) use, adjustments, installation, or malfunction of any products or goods other than those authorized by Carnegie Speech. The limited warranties set forth in this Agreement are made for Customer's benefit only.
- 4.2. CARNEGIE SPEECH MAKES NO WARRANTY OR REPRESENTATION THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, OR ANY OTHER GOODS OR SERVICES PROVIDED BY CARNEGIE SPEECH, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. THIS CLAUSE DOES NOT DISCLAIM ANY WARRANTIES EXPRESSLY PROVIDED IN A CONTRACT WITH THE U.S. GOVERNMENT
- 4.3. Customer warrants that none of the Customer Data will (a) infringe any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secrets, of any third party; (b) violate any rights of publicity or privacy of any third party, (c) violate any law, statute, ordinance or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti discrimination and false advertising), (d) be defamatory, trade

libelous, threatening, harassing or illegal, (e) be obscene or indecent, (f) at the time of delivery to Carnegie Speech, contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the Software, Software Hosting Service or any system, data or personal information; or (g) contain any instructions relating to terrorist or other unlawful attacks on people or property.

5. Limitations of Liability.

- 5.1. UNDER NO CIRCUMSTANCES WILL CARNEGIE SPEECH HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) RESULTING FROM ANY CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR PRODUCTS LIABILITY) REGARDING THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE, OR PERFORMANCE OR NONPERFORMANCE OF, THE SOFTWARE OR ANY OTHER GOODS OR SERVICES PROVIDED BY CARNEGIE SPEECH, OR ANY COMPONENT THEREOF, OR RELATING TO LOSS OF RECORDS OR DATA, EVEN IF CARNEGIE SPEECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2. IN NO EVENT WILL CARNEGIE SPEECH BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE LICENSE FEES PAID UNDER THIS AGREEMENT FOR THE THEN-CURRENT LICENSE PERIOD FOR THE SOFTWARE PRODUCT AT ISSUE. CARNEGIE SPEECH WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER RELATING TO ANY PRODUCTS, GOODS OR SERVICES NOT PROVIDED BY CARNEGIE SPEECH. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE CONTRACT (I.E. CLAUSE 552.238-72 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, LIABILITY FOR INJURY OR DAMAGE (SECTION 3 OF THE PRICE LIST), AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).
- 5.3. Customer is responsible for implementing procedures to verify accuracy of data input and output.
- 5.4. Some jurisdictions do not allow limitations of liability so certain of these limitations may not apply; however, they apply to the greatest extent permitted by applicable law.

6. Indemnification.

7. U.S. Government Restricted Rights.

- 7.1. Use, duplication, or disclosure of the Software and related documentation by the U.S. government is subject to this Agreement and the restrictions set forth in FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987).

8. Governing Law.

9. Miscellaneous.

- 9.1. Customer agrees that during the term of this Agreement and for one (1) years thereafter, Customer shall not solicit for hire any of Carnegie Speech's employees.
- 9.2. Customer shall not assign this Agreement or any Supplement, in whole or in part, without the prior written consent of Carnegie Speech. Any attempt by Customer to transfer or assign this Agreement or any Supplement is void. Notwithstanding the foregoing, this Agreement and its Supplements shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- 9.3. This Agreement shall be deemed severable. If any part of this Agreement is found invalid or unenforceable under current or future laws, the invalid or unenforceable provision shall be severed and of no force or effect, and the remaining provisions shall remain in full force and effect and shall not be affected by the invalid or unenforceable provisions or by their severance from this Agreement.
- 9.4. Customer expressly agrees that all license and services fees in connection with this Agreement are confidential and that Customer shall not disclose such fees to any third party without Carnegie Speech's prior written consent, unless required by law.
- 9.5. The terms and conditions of this Agreement may be amended to permit valid task orders.
- 9.6. No waiver will be implied from conduct or failure to enforce rights on one or more occasions. Failure to require compliance with a part of this Agreement is not a waiver of that part.
- 9.7. For the purpose of any and all business-related communications and deliveries between Carnegie Speech and Customer with reference to this Agreement and any applicable Supplement, Carnegie Speech may e-mail Customer at the e-mail address set forth in the applicable Supplement. For the purpose of any and all legal-related communications between Carnegie Speech and Customer with reference to this Agreement and any applicable Supplement, Carnegie Speech shall send any notices to Customer at the address set forth in the applicable Supplement, and Customer shall send any notices to Carnegie Speech at the address set forth in the introductory paragraph of this Agreement.

Product Supplement

Supplement Number 1 to Master License Agreement between Carnegie Speech Company, Inc. and _____ (“Customer”), dated _____, 2011 (the “Agreement”).

Customer Name:

Street Address:

City, State, ZIP:

E-mail:

| Licensed Product | License Type | # Users | Start Date | End Date | License Fee |
|------------------|--------------|---------|------------|--------------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Total Fees: | \$ |

1. All capitalized terms used herein are defined in the Agreement or this Product Supplement.
2. Unless terminated earlier, the license for the Software shall be effective during the term set forth in this Product Supplement.
3. Users shall have the right to use the Software in object code form through the Software Hosting Service solely on behalf of Customer for Customer’s internal business purposes. Upon Carnegie Speech’s receipt from Customer of the fees set forth herein, Carnegie Speech will provide Customer with all necessary log-in information to enable the Users to access and use the Software.
4. This Product Supplement constitutes a separate agreement between Customer and Carnegie Speech incorporating the terms of the Agreement, except as set forth herein. This Product Supplement, including any attachments, the Agreement, and invoices arising under them are the parties’ complete and exclusive statement relating to their subject matter. The terms and conditions of this Product Supplement must be executed at the task order level and the task order will take precedence.