Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the iOra, Inc. ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

IORA SOFTWARE LICENCE AND MAINTENANCE AGREEMENT

THIS AGREEMENT IS MADE [   ] **DAY** [   ] **MONTH** [201__] **YEAR**

Between:

iOra Inc, a corporation incorporated under the laws of Delaware with its principal place of business at 320 Congress Street, 4th Floor, Boston MA 02210 USA and sales office at iOra Inc.,11951 Freedom Drive Suite 1300, Reston, VA 20190 (**"iOra"**);

And "**the Customer**", which has the following details:

ORDER SCHEDULE

Name of Customer Company		
Country/ State of Incorporation, as applicable		
Company Number, if applicable		
Main contact at Customer	Name:	
	Position:	
	E-mail	
	Tel:	
Invoicing	Contact name for accounts payable:	
	E-mail:	
	Tel:	
	Address for invoices:	
Registered office details (if different from invoicing address)		
Your iOra Customer Relations Manager is:	E-mail address:	@iOra.com
Please remit to: Citibank, Account Name iOra Inc, Account No:15493921, Routing No: 254070116		

Geo-Replicator 2011 release ("the Software")	Unit price per server	Number of servers	TOTAL US $
(1) Server to Server	US$		US$
(2) Server to Laptop/PC Release - server details	US$		US$
(3) Server to Laptop/PC Release – offline Users	**Unit price per User** US$	**Permitted No of Users**	US$

	Annual Charge (excl CPI)	Paid each year or 3 years in advance?
(4) Annual Maintenance & Support @ 20% (**Line items 1 & 2**)	US$	US$
(5) Annual Maintenance & Support @ 20% (**Line item 3**)	US$	US$

(6) Professional Services, Implementation and Consultancy*	**Unit prices per Man day**	**Number of Man days**	
	Project manager @ $X per man day	X	US$
	Developer @ $Y per man day	Y	US$
Total, all fees to be invoiced in advance on contract signature and payable within 30 days			**US$**

*All Professional Services exclude travel, accommodation and subsistence expenses which will be re-charged to Customer at receipted cost to iOra.

Initial Term of the Agreement ("Initial Term") [3   ] Year(s)

We confirm our agreement to the terms
SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES

For and on behalf of iOra Inc					For and on behalf of the Customer (as stated above)				
Signature					**Signature**				
Print Name					Print Name				
Position					Position				
Date		day		month	201_	Date		day	month 201_

Background:

(A) iOra is the proprietor of Geo-Replicator software (also known as iOra) which helps businesses with users in geographically distributed locations to communicate more effectively over networks that are periodically disconnected, have limited bandwidth or are of high latency;

(B) The Customer wishes to use Geo-Replicator and iOra wishes to license such Software under the terms of this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement:

"Amendment" means a file or set of files which represent the differences between two versions of a Publication with different content;

"*Documentation*" means all manuals and other information related to the Software in whatever form provided by iOra;

"*Initial Term*" shall be as specified on the Order Schedule;

"*Permitted Number of Users*" means the number of Users specified on the Order Schedule who are permitted access to the Software;

"*Professional Services*" means customisation and consultancy services provided by iOra as part of the provision of the Software;

"Publication" means a collection of data which is updated using the Software;

"Order Schedule" means the schedule to this Agreement which specifies the number of Permitted Number of Users and the fees, and any agreed amendments thereto; and

"User" means an individual user, location, vessel or vehicle which uses the Software.

1. GRANT OF LICENCE

1.1 Subject to (a) payment of the relevant licence and annual support and maintenance fees; (b) these terms and conditions, and (c) earlier termination as set out in this Agreement (or for breach), the Customer shall for the Initial Term and any subsequent term, have a limited, non-exclusive, non-transferable licence to install and use the Software subject to the number of servers and the Permitted Number of Users as specified in the Order Schedule, for the purpose of producing and distributing Amendments only. Amendments may be distributed or transmitted to no more than the Permitted Number of Users.

1.2 Subject to the other rights of termination under this Agreement, this Agreement shall run for the Initial Term and shall then automatically renew for successive twelve (12) month terms from the end of the Initial Term and every anniversary thereafter unless either party serves three (3) months' prior written of termination on the other party, such notice to expire on the relevant anniversary date of the Initial Term.

1.3 Except as expressly agreed in writing, this licence does not extend so as to permit the use of the Software to enable third parties to provide or receive the Amendments, and a separate licence is required in respect of each third party for whom Amendments are produced.

1.4 Customer may purchase Software for additional servers and Users or purchase further Professional Services under this Agreement by agreeing additional Orders with iOra, but each new server or User shall be required to be licensed and must take Maintenance and Support. iOra shall invoice the Customer for fees in relation to additional Users on the signing of an additional Order.

1.5 Documentation is provided under licence to Customer during the period when the licence granted at Clause 1.1(a) subsists. It may be utilised solely for the purpose of assisting with licensed use of the Software. It may be duplicated and distributed by Customer to any User licensed under this Agreement. The definition of "Software" shall include Documentation.

1.6 Any Customer purchase order issued related to this Agreement shall be subject to the terms and conditions of this Agreement. The Customer agrees that any terms and conditions of its own purchase orders shall not apply.

2. LICENCE RESTRICTIONS

2.1 The licences granted herein are granted solely to the agreed Customer and are not (except as otherwise expressly agreed) granted to any parent, subsidiary or affiliate of the Customer or any third party.

2.2 Except for the right to make a backup copy, the Customer shall not reproduce, distribute, use or allow access to the Software except as expressly permitted by this Agreement.

2.3 The Customer shall not modify, adapt, translate or prepare derivative works of the Software, the Documentation or any internal data files generated by the Software nor permit or encourage others to do so.

2.4 Except as may be expressly required to be permitted by applicable law, the Customer shall not cause or permit the reverse engineering, translation, disassembly or de-compilation of, or otherwise attempt to derive, analyse or view the source code of the Software or permit or encourage others to do so.

2.5 The Customer shall not remove, obscure or alter any copyright notice, any trademarks or any other proprietary rights notices affixed to or contained within the Software.

2.6 The Customer shall be deemed to use all Professional Services ordered under this Agreement within a year of their order, otherwise they will expire on the anniversary of their order.

3. OWNERSHIP

The Customer acknowledges that any and all of the copyright, trademarks and other intellectual property rights in the Software are and shall remain the property of iOra. All rights not expressly granted to the Customer under this Agreement are reserved. The intellectual property rights and ownership of any modification, alteration, improvement or other work carried out on or in relation to the Software or Documentation (for Customer or otherwise and whether paid for by Customer or not) shall belong absolutely to iOra.

4. USAGE

4.1 The Customer acknowledges that the Software is not warranted to be fault-tolerant or fault free and is not intended for use for applications involving the design, construction, maintenance, operation, control or any other use in connection with high risk systems (meaning systems in environments requiring fail-safe performance or in which the failure of the software could lead directly to death, personal injury or severe physical injury or environmental damage).

4.2 The Customer represents and agrees that it shall at all times refrain from engaging in any illegal, unfair, deceptive or unethical business practice in its use of the Software.

5. FINANCIAL PROVISIONS

5.1 The Customer shall pay iOra within thirty (30) days of invoice:

5.1.1 The licence fees;

5.1.2 The Support and Maintenance fees, which for terms beyond the Initial Term shall be invoiced on each anniversary date of signature of this Agreement for as long as this Agreement continues to operate;

5.1.3 Any Professional Services fees payable and related expenses.

5.2 Unless otherwise expressly stated, all sums are exclusive of applicable sales taxes and payable in US dollars.

5.3 If the Customer fails to make any payment when due, iOra shall be entitled to charge interest on any sums outstanding at the rate of 4% above LIBOR, or, where less, the maximum amount or rate applicable under relevant late payment legislation, in addition to the other rights and remedies available to iOra under this Agreement.

5.4 In the event that the non-payment of fees IOra may, in addition to its other remedies, suspend or terminate this Agreement, any licences granted and/or any Maintenance and Support or Professional Services.

6. RIGHT OF AUDIT

iOra (personally or through its authorised agent) shall be entitled during the Term and/or the continuation of any licence and for a period of two (2) years thereafter to inspect and audit the Customer's use of the Software and in particular (but not limited to) the number of copies of Software, the number of Publications and number of Users. The Customer shall co-operate in any such audit. The audit shall be at iOra's expense save where the audit reveals un-licensed usage of the Software in which case the Customer shall reimburse iOra for the full costs of the audit, including all expenses and taxes as well as paying unpaid licence and other relevant fees.

The Customer shall keep a central register of all copies of Software and any component or part of Software, all Users and all Publications and supply the same to iOra on request.

7. WARRANTY
7.1 General
iOra warrants that it is entitled to grant the rights granted under this Agreement.
7.2 Product warranty
iOra warrants to the Customer that for a period of ninety (90) days from the date of receipt of the Software by the Customer ("Warranty Period"), the Software will operate substantially in conformance with its accompanying Documentation.
7.3 Remedy
If iOra is in breach of the warranty in clause 7.2 iOra shall, as its sole liability and Customer's sole remedy for such breach, use reasonable endeavours to repair or replace the Software (where that breach is reproducible) such that it substantially conforms to the description of the Software given in the accompanying Documentation or, if it is unable to do so, terminate the licence and refund the fees paid by the Customer for the Software less a reasonable allowance for usage, provided that:
7.3.1 The Customer gives iOra notice of the breach within the Warranty Period;
7.3.2 iOra shall not be obliged to repair or replace the Software in respect of any defect arising out of any modification of the Software made by the Customer or other person, or improper use of the Software.
The warranty set out in Clause 7.2 shall apply only to the extent that the Software is loaded and run on the Platform set out in Clause 13.1 and a compatible computer system. Unless otherwise expressly agreed, the Customer is responsible for configuring the Software with its systems.
7.4 Implied warranties
Except as otherwise expressly provided in this Agreement, iOra makes no representations or warranties with respect to the Software and all other warranties or conditions, express or implied under statute or otherwise (including, but not limited to, in relation to satisfactory quality, performance, durability or fitness for purpose whether related to Software, Documentation, maintenance and support, Professional Services or other services) are hereby excluded to the fullest extent permitted by law. Customer acknowledges that it has not relied upon any representations or warranties other than as expressly stated in this Agreement. Nothing in this Agreement shall exclude liability for fraud.

8. LIABILITY
8.1 iOra does not exclude liability for fraud or any liability which cannot be excluded or limited under Delaware law.
8.2 In no event shall iOra be liable to the Customer for breach of contract, in tort (including negligence and gross negligence) or otherwise, or to any party claiming through or under the Customer or otherwise for:
8.2.1 Any loss of or impairment of revenue, income or profits;
8.2.2 Indirect or consequential loss or damages;
8.2.3 Any incidental or special damages;
8.2.4 Any increased or wasted costs or loss of expected savings;
8.2.5 Any loss of, impairment or damage to any systems, software or data (Customer is responsible for and shall regularly back up all data); or
8.2.6 Loss relating to equipment non-availability or downtime;

Even if it has been advised of the possibility of such damages.
8.3 SUBJECT TO SECTIONS 8.1 AND 8.2, IORA'S CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT (OR ITS BREACH), USE OR FAILURE OF THE SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT, PROFESSIONAL SERVICES, OR FOR UPDATES OR UPGRADES OR OTHER SERVICES PROVIDED BY IORA OR OTHERWISE, AND ARISING FROM ANY AND ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, BREACH OF INTELLECTUAL PROPERTY RIGHTS, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OR AMOUNTS PAID BY THE CUSTOMER DURING THE 12 MONTHS PRECEDING THE FIRST EVENT OR CAUSE GIVING RISE TO THE CLAIM OR CLAIMS.

9. INTELLECTUAL PROPERTY INDEMNITY
9.1 Indemnity
If the Software infringes any US patent, copyright or other intellectual property right of a third party, iOra will indemnify the Customer in respect of any judgment made against or legal costs incurred by the Customer, in respect thereof provided that:
9.1.1 the Customer promptly notifies iOra of any claim of alleged infringement;
9.1.2 the Customer allows iOra control of the defence or settlement of any such claim;
9.1.3 the Customer does not make any prejudicial statement or admission in respect of such claim and provides reasonable co-operation to iOra in defending such claim;
9.1.4 the Customer ceases use promptly if requested to do so.
9.2 Exceptions
The indemnity in clause 9.1 shall not apply to any infringement arising out of:
9.2.1 the Customer's use of the Software outside the scope of this Agreement;
9.2.2 the Customer's amendment or alteration to the Software;
9.2.3 the Customer's use of a superseded version of the Software where iOra has specified that a new version should be used in place of such superseded version;
9.2.4 the possession or use of the Software in any jurisdiction where Customer has been advised that there is a possibility of infringement;
9.2.5 use of the Software in or with any other system or software other than the Platform set out in Clause 12.1.
9.3 Rectification
In the event that the Customer is threatened by any third party alleging that the Software or any part of it infringes the intellectual property rights of any third party, or if iOra believes any such threat to be likely, iOra shall be entitled (i) to modify the Software or relevant part so that it is no longer at risk of infringement, (ii) replace the Software or infringing part with other software that is not at risk of such infringement, or (iii) to terminate this Agreement and refund any licence fees and services fees paid in advance or a proportion of any licence fees and service fees as it believes to be reasonable in the circumstances.
9.4 Remedies
The remedies set out in this Clause 9 are the Customer's sole remedies for infringement of third party intellectual property rights.

10. MAINTENANCE AND SUPPORT
10.1 iOra warrants that it shall perform Support and Maintenance services with reasonable skill and care but otherwise makes and gives no warranty with respect to such Maintenance and Support.
10.2 The Maintenance and Support Services shall consist of:
10.2.1 provision of all standard bug fix and minor code updates, and version upgrades to the Software issued by iOra to its general customer base for the Software as part of its Maintenance and Support Service (a "Release"); installation and configuration when needed will be Customer's responsibility;
10.2.2 e-mail and telephone support during the hours 8am – 5pm in the (Eastern Time) Monday to Friday excluding public holidays for the current and immediately previous release of the Software.
10.3 The following items and services (Professional Services) are not included in annual fees for Maintenance and Support and are optional items and services and when available are supplied and chargeable when and at the rates agreed by iOra and

Customer (where no rate is agreed iOra's standard rates will apply):

10.3.1 Installation or other on-site services;

10.3.2 Online and/or Chat Room Support;

10.3.3 Training services.

10.4 Fees

10.4.1 The annual Maintenance and Support Fees rate shall be as specified in the Order Schedule and excludes to the current Consumer Price Index (CPI).

10.4.2 After the Initial Term Maintenance and Support Fees for subsequent years may be subject to change by iOra provided that the Customer is provided with at least thirty (30) days written notice prior to the relevant anniversary date.

10.4.3 Maintenance and Support Fees are compulsory for each licensed copy of Software for the Term (until termination this Agreement and the licences granted hereunder). Maintenance and Support will only be available for old versions of Software for a limited period after new Upgrades are released (solely at iOra's discretion). When Maintenance and Support for an old version ceases the licence for that Software shall cease one year after the date of such cessation.

11. CONFIDENTIALITY

11.1 Both parties shall use all reasonable endeavours to ensure that all information received from the other party is not disclosed to any third party and is not used for any purpose other than in the proper performance of obligations hereunder.

11.2 Information belonging to the other party may be disclosed or used (as appropriate) by a party without the consent of that other (the disclosing party) if: it is now or subsequently becomes publicly known to that party through no wrongful act by that party; or if it is at the time of disclosure already known by the party to whom disclosure is made; or it is required to be disclosed by either party by an order of law or other binding regulation; or it is to be disclosed to the professional advisors of that party where the principle of client confidentiality would prevent the further release of that disclosed information by the advisor concerned.

11.3 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding expiry or termination of this Agreement.

12. TERMINATION

12.1 Termination for cause

In addition to the right to terminate at Clause 5.4 above, either party may terminate this Agreement and the licenses granted in Clause 1 in the event of any material breach of this Agreement by the other party which is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days of a notice from the other party requiring such remedy. iOra may also terminate this Agreement with immediate effect in the event of the insolvency of the Customer or the Customer generally fails to pay its debts as they become due.

12.2 On termination of this Agreement the Customer's and Users' right to possess and use the Software shall cease, the Customer shall return to iOra all copies of the Software in its or Users' possession or control, and all sums due from the Customer to iOra shall become immediately due. Those Clauses of this Agreement that need to remain effective shall survive termination of this Agreement.

13. GENERAL

13.1 Platforms that are compatible with the Software are IBM Compatible computers running Windows XP Service Pack 3, Windows 2003 Service Pack 1 and above, Windows Vista, Windows 7 and Windows Server 2008. iOra Server-to-Server software supports Windows Server 2003 Service Pack 1 and above and 64-bit Windows Server 2008.

13.2 The Software is licensed and not sold to the Customer. The Software is owned by iOra and is protected by intellectual property law including copyright law. iOra reserves ownership of all intellectual property rights.

13.3 Assignment

The licence is personal to the Customer, and save as expressly permitted, the Customer may not copy, lend, rent, lease, assign or otherwise distribute or part with the Software or Documentation.

13.4 Severability

If any provision herein shall be determined to be invalid, illegal or unenforceable, such provision shall be deemed to be omitted and the remainder of these terms shall stand.

13.5 Waiver

Failure or neglect by Infonic to enforce at any time any of the provisions of this Agreement shall not be construed not shall be deemed to be a waiver of iOra's rights

13.6 Entire Agreement

Each party acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, each party shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

13.7 Third party rights

Nothing in this Agreement shall create rights exercisable by any third party against iOra. Customer will indemnify iOra from claims made by Users and persons and companies employed by it, contracted to it or associated with it, including (but not limited to) its parent and associated companies (companies which are its subsidiaries and subsidiaries of any parent or their parents). Affiliate, parent and subsidiary means in relation to any company any person or company that it has ability to control or who has an ability to control it.

13.8 Publicity

After the signature date of this Agreement, iOra Inc, its parent company and affiliated companies may make an announcement or issue a press release to the effect that it has signed a contract for the provision of services with Customer.

13.9 Force majeure

Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations hereunder, other than an obligation to pay monies, caused by any event or circumstance whatsoever beyond its reasonable control including (without limitation) (1) Act of God (2) outbreak of hostilities, riot, civil disturbance, acts of terrorism (3) the act of any government or authority (including, revocation of any licence or consent) (4) fire, explosion, flood, fog or bad weather (5) default of suppliers or sub-contractors (6) theft, malicious damage, strike, lock-out or industrial action of any kind. If a party is prevented from performing its obligations by an event of force majeure which continues for more than 30 days then either party may terminate this Agreement at any time thereafter on giving written notice to the other party.

14. DELIVERY, EXPORT CONTROL AND GOVNT USE

14.1 The Customer shall obtain export licenses and re-export licenses as required by any government (including but not limited to a government of any relevant state within the European Union or the USA) for export or re-export of the Software or Documentation from the place of delivery specified in the Order Schedule.

14.2 The parties will co-operate to assist each other in any such applications. This Agreement and all licenses are subject to iOra being granted any required export or re-export licenses by any government of the European Union and/or the government of the USA.

14.3 The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to the restrictions as set forth in sub-paragraph (c)(1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or sub-paragraphs c(1) and (2) of the Commercial Computer Software Restricted Rights at 48 C.F.R. 52.227- 19 as applicable.

15. APPLICABLE LAW AND JURISDICTION

The place of performance of this Agreement shall be deemed to be Delaware notwithstanding that the Software may be located or utilized in multiple jurisdictions. Any services performed by iOra will be conclusively deemed to be performed in Delaware notwithstanding that the physical presence of support staff may be requested outside Delaware. This Agreement shall be governed by and construed in accordance with Delaware law and the parties hereby submit to the non-exclusive jurisdiction of the courts of Delaware and exclude the operation of any rules or laws relating to conflict of laws.

January 2012