



LICENSE AGREEMENT

This Agreement states the terms and conditions upon which Persysent Software ("**Persysent**") licenses Persysent's software to you (hereafter "**you**" or "**licensee**"). If the individual accepting this Agreement is installing the Software on behalf of a corporation, business, or other legal entity, the individual hereby represents and warrants that he or she is authorized to agree to this Agreement on its behalf.

1. Money Back Guarantee. If for any reason you are not satisfied with the Software within the first 30 days after executing the Order Form ("Warranty Period"), you may return it for a full refund, so long as within the Warranty Period, you (a) return all physical media containing the Software and Documentation to Persysent, (b) permanently delete all copies of the Software and Documentation within your possession and control, and (c) give Persysent written notice of your termination of this Agreement and certify to Persysent in the notice that all copies of the Software and Documentation in your possession or control have been returned or permanently destroyed.

2. Definitions.

A. "**Software**" means the Client Software and Management Software in machine-readable, object code form only that is identified on an Order Form. The Software also includes any modifications to the Software as may be provided to you by Persysent time to time.

B. "**Client Software**" means that portion of the Software designed for use on licensee's individual, end user computers.

C. "**Management Software**" means that portion of the Software designed for use on licensee's server computers, together with the master console of the Software designed to manage the Software.

D. "**Documentation**" means the user, system and installation documentation for the Software, as updated provided to you by Persysent from time to time.

E. "**Order Form**" means an order for the Software and/or related services entered into between you and either Persysent or a Persysent reseller. The Order Form specifies, at a minimum, the identity of the licensee, whether the license is a Perpetual License or Subscription License, the licensed number of Seats for Client Software and Management Software, whether Support Services are being purchased, and the fees payable to Persysent.

F. "**Fees**" means License Fees, Subscription Fees, and Support Fees.

3. Grant of Licenses.

A. **Perpetual.** For Software identified as a Perpetual License on the Order Form, subject to the terms and conditions of this Agreement, Persysent grants you a non-exclusive, perpetual, non-transferable license to use the Management Software and Client Software for internal business use only

on the number of computers (“Seats”) set forth on the Order Form. The licenses granted according to this subsection (A) are referred to as “Perpetual Licenses.”

B. Subscription. For Software identified as a Subscription License on the Order Form, subject to the terms and conditions of this Agreement, Persysent grants you a non-exclusive, non-transferable license to use the Software for internal business use only on the number of Seats set forth on the Order Form for the Subscription Term. The licenses granted according to this subsection (B) are referred to as “Subscription Licenses.”

C. Additional Rights. In addition to the rights granted in subsections (A) and (B) above, you may make a reasonable number of copies of the Software solely for archival and back-up purposes consistent with your normal back-up procedures for similar software and data, provided that you include all copyright and other proprietary notices on each copy. You may also make a reasonable number of copies of the Documentation for your internal use in support of your use of the Software, provided that you include all copyright and other proprietary notices on each copy. You may also use contractors to use the Software solely for your internal use and for no other purpose. You are responsible for your contractor’s, agent’s, and employee’s use of the Software and Documentation.

D. Replacement Seats. You may transfer the Client Software or the Management Software from one computer to another computer, provided that the applicable Software (including any portion or copy thereof) is permanently erased from the first computer, that there is no possibility that each Seat authorized will be used on more than one computer at a time, and with respect to the Client Software, that the original Seat is deleted from the management console.

E. Reservation of Rights. All rights not granted in this Agreement are reserved to Persysent, and no rights are granted by implication. Without limiting the foregoing, you may not (a) decompile, reverse assemble, or otherwise reverse engineer the Software except as provided below, (b) lease or use the Software on a time share, service bureau, or similar basis, (c) use the Software to perform services for or manage the computers of third parties, (d) copy, modify, create derivative works of, distribute, disclose, publish, assign, sublicense, market, upload, or transfer the Software, or (e) use the Software in any manner not expressly authorized by this Agreement. If you believe you require information related to the interoperability of the Software with other programs, you agree to not decompile or disassemble the Software to obtain such information and may request such information from Persysent at the address listed below. Upon receiving such a request, Persysent shall determine whether you require such information for a legitimate purpose and, if so, Persysent will provide such information to you within a reasonable time and on reasonable conditions. Persysent and its licensors retain all worldwide right, title and interest in and to the Software, including without limitation any updates and upgrades, and any modifications made to the foregoing, by whomever made, and feedback related thereto. You hereby assign and agree to assign to Persysent any interest you may have, or may obtain, in the foregoing.

F. License Keys. Your use of the Software may be restricted with a license key or other hardware or software mechanism that limits the use of the Software. **In the case of Subscription Licenses, a license key may be set to automatically expire after a period of time. You authorize Persysent to access your computing network to access the Software for the purposes of increasing the time limit on the applicable license keys if and when the Subscription Term is extended.**

4. Support Services.

A. During the Support Term or Subscription Term, as the case may be, and so long as you are current with the payment of Support Fees or Subscription Fees, Persysent will provide to you the services described in this Section 4, and as supplemented by the support materials Persysent makes available to you from time to time (“Support Services”). Support Services are provided on an all-or-nothing basis and are not available for only a portion of the Software.

B. **Definitions.** For the purposes of this Section 4, the following terms have the following meanings:

1. "Error" means an error in the Software which significantly degrades such Software as compared to Persystem's published performance specifications in the Documentation.

2. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

3. "Fix" means the repair or replacement of object or executable code versions of the Software to remedy an Error.

4. "Priority 1 Error" means an Error which renders the Software inoperative or causes the Software to fail catastrophically.

5. "Priority 2 Error" means an Error which substantially degrades the performance of the Software or materially restricts Licensee's use of the Software.

6. "Priority 3 Error" means an Error which causes only a minor impact on the Licensee's use of the Software.

7. "Telephone Support" means technical support telephone assistance provided by Persystem or the licensee's authorized Reseller during its normal business hours concerning use of the Software.

8. "Update" means any modification or addition that, when made or added to the Software, corrects errors or provides minor functionality enhancements, but does not change overall utility, functional capability, or application. Updates are denoted by increases to the numbers to the right of the second decimal point (e.g., 1.2.3.4 to 1.2.3.5 or 1.2.3.4 to 1.2.4.4).

9. "Upgrade" means any modification or addition that, when made or added to Software, changes the overall utility, functional capability, or application. Upgrades are denoted by increases to the numbers to the left of the second decimal point (e.g., 1.2.3.4 to 1.3.3.4 or 1.2.3.4 to 2.2.3.4).

10. "Workaround" means a change in the procedures followed or data supplied by you to avoid an Error without substantially impairing your use of the Software.

C. **Telephone Support.** Persystem shall provide telephone support services to your single technical support contact concerning the use and performance of the Software, during hours of availability based on the level of support purchased by you. Standard support generally offers telephonic, email and web technical support during the hours of 8 AM to 8 PM Eastern time, Monday-Friday, excluding holidays. Standard Support is included as a part of Subscription Licenses. You may also choose to purchase Premium Support, which offers all of the same services as Standard Support, except that the telephone support hours are extended to 24 hours per day, 7 days per week, including holidays.

D. **Error Correction.** Persystem shall exercise commercially reasonable efforts to correct any Error in the Software reported by you in accordance with the priority level reasonably assigned to such Error by Persystem.

E. **Error Priority Levels.**

1. **Priority 1 Errors.** Upon identification of a Priority 1 Error, Persystem shall promptly commence the following procedures: (a) assign Persystem engineers to correct the

Error; (b) notify Persysent management that the Error has been reported and of steps being taken to correct the Error; (c) provide Licensee with periodic reports on the status of the Error Correction; and (d) initiate work to provide Licensee with a Workaround or Fix.

2. **Priority 2 Errors.** Upon identification of a Priority 2 Error, Persysent shall exercise commercially reasonable efforts to include the Fix for the Error in the next Update to the Software provided to Licensee.

3. **Priority 3 Errors.** Upon identification of a Priority 3 Error, Persysent may include the Fix for the Error in the next Update to or subsequent Upgrade of the Software provided to Licensee.

F. **Support.**

1. **Updates.** Support in the form of Updates shall be provided to Licensee when made generally available to Persysent's other customers. Unless otherwise indicated, Persysent shall provide Licensee with only one copy per release of an Update.

2. **Additional Hardware.** If an Update or Upgrade requires updated, different or additional hardware, Licensee shall be responsible for the cost of purchasing and installing such hardware.

3. **Additional Non-Persysent Software.** If an Update or Upgrade requires updated, different or additional non-Persysent software, Licensee shall be responsible for the cost of purchasing and installing such non-Persysent software.

G. **Exclusions.**

1. **Excluded Issues.** Persysent shall have no obligation of any kind to provide Support Services for problems in the operation or performance of the Software caused by any of the following (each a "Licensee-Generated Error"): (a) non-Persysent software or hardware products; (b) Licensee's failure to properly maintain Licensee's site and equipment on which the Software is installed; or (c) alterations to Licensee's site or equipment made by Licensee or a third party after installation of the Software.

2. **Services for Excluded Issues.** If Persysent determines that it is necessary to perform services for a problem caused by a Licensee-Generated Error, Persysent will notify Licensee of such Licensee-Generated Error as soon as practicable and Persysent will have the right to invoice Licensee at Persysent's then-current time and materials rates for all such services performed by Persysent.

H. **Licensee Obligations.**

1. **Implementation of New Software.** Licensee shall implement all Fixes, Workarounds, Updates, and Upgrades (to the extent that Licensee chooses to license such Upgrades) within 30 days from the date provided by Persysent.

2. **Technical Contact.** Licensee agrees to have a trained technician/operator act as the single technical support contact for Persysent.

5. **Payments.**

A. **Payment.** You agree to pay the license fees for Perpetual Licenses ("License Fees") immediately upon execution of the Order Form. You agree to pay fees for Subscription Licenses ("Subscription Fees") immediately upon the execution of the Order Form for the period through the end of

the third month after such execution, and thereafter on or before the beginning of each third month during the Subscription Term. For example, if you enter the Order Form on January 15, you would pay Subscription Fees for January 15 through April 30 upon execution of the Order Form and thereafter on or before May 1, August 1, November 1, and February 1. You agree to pay fees for Support Services ("Support Fees") immediately upon execution of the Order Form and thereafter annually in advance on or before December 31 for the next calendar year, except for Premium Support paid as a part of a Subscription License, which shall be paid quarterly at the same time as Subscription Fees are payable. Subscription Fees (plus any fees for Premium Services) shall be prorated on a daily basis at the beginning of the Subscription Term so that Subscription Fees are generally payable on or before the beginning of each applicable three month period. Support Fees shall be prorated on a daily basis at the beginning of the Support Term so that Support Fees are generally payable on or before the beginning of each twelve month period. All Fees are payable in United States dollars.

B. Taxes, Overdue Payments. You are responsible to pay all federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added, goods and services, and other taxes (other than U.S. and state income taxes of Persysent), and export and import duties arising from this Agreement. In the case of an overdue payment, you shall additionally pay to Persysent a late fee equal to one and one half percent (1.5%) or the highest rate allowed by law, whichever is lower, of the outstanding balance.

C. Adjustments to Fees. Approximately 30 to 60 days prior to the end of the Support Term or Subscription Term, as the case may be, Persysent will notify you of the Support Fee or Subscription Fee renewal due for the next twelve months. Upon Persysent's receipt of payment, Persysent will provide a license key required to continue operation of the Software, technical support and product upgrades.

6. Auditing. Persysent or an independent third party authorized by Persysent may, at Persysent's expense and with at least five days notice to you, enter your premises during normal business hours, with your assistance and cooperation, to verify compliance with the terms of this Agreement, including, without limitation, determining whether or not you are using the Software in accordance with the license terms set forth in this Agreement.

7. Limited Warranty. Persysent warrants that during the Warranty Period that: (a) the media provided to you by Persysent will be free from defects in materials and workmanship under normal use; and (b) the Software will function substantially in accordance with the Documentation. As your sole and exclusive remedy and Persysent's entire liability for any breach of the foregoing warranty, you may exercise your money back guarantee set forth in Section 1.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION ABOVE, PERSYSSENT MAKES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY PERSYSSENT, ITS LICENSORS, OR ITS AGENTS, AND PERSYSSENT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, OR NON-INFRINGEMENT.

PERSYSSENT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED. PERSYSSENT DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM MALICIOUS CODE. FOR PURPOSES OF THIS PARAGRAPH, "MALICIOUS CODE" MEANS ANY PROGRAM CODE DESIGNED TO CONTAMINATE OTHER COMPUTER PROGRAMS OR COMPUTER DATA, CONSUME COMPUTER RESOURCES, MODIFY, DESTROY, RECORD, OR TRANSMIT DATA, OR IN SOME OTHER FASHION USURP THE NORMAL OPERATION OF THE COMPUTER, COMPUTER SYSTEM,

OR COMPUTER NETWORK, INCLUDING VIRUSES, TROJAN HORSES, DROPPERS, WORMS, LOGIC BOMBS AND THE LIKE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. FURTHERMORE, PERSYSTENT DOES NOT WARRANT OR MAKE ANY REPRESENTATION OR CONDITION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PERSYSTENT OR PERSYSTENT'S REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WARRANTIES PROVIDED IN THIS AGREEMENT. PERSYSTENT DISCLAIMS ALL WARRANTIES OF ANY KIND IF THE SOFTWARE WAS CUSTOMIZED, REPACKAGED OR ALTERED IN ANY WAY BY ANY THIRD PARTY OTHER THAN PERSYSTENT.

THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY SUCH IMPLIED WARRANTIES RELATING TO THE SOFTWARE ARE LIMITED IN DURATION TO 30 DAYS FROM THE DATE OF FIRST USE OF THE SOFTWARE.

8. Limitation Of Liability. IN NO EVENT SHALL PERSYSTENT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES BY PERSYSTENT, OR FOR ANY CLAIM BY ANY OTHER PARTY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PERSYSTENT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. IN ANY CASE, PERSYSTENT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, INCLUDING DIRECT DAMAGES SHALL BE LIMITED TO EITHER THE LICENSE FEE PAID BY YOU FOR PERPETUAL LICENSES OR THE SUBSCRIPTION FEES PAID BY YOU IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUBSCRIPTION LICENSES. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS SECTION SHALL APPLY EVEN IF ANY AND ALL REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The parties expressly acknowledge and agree that Persysent has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which reasonably allocate the risk between you and Persysent.

9. Term and Termination.

A. **Term.** Unless earlier terminated as provided in this Section, any Perpetual Licenses granted in accordance with this Agreement shall be perpetual. Unless earlier terminated as provided in this Section, any Subscription Licenses shall begin on the date the Order Form is executed and end on the last day of the twelfth month thereafter ("Subscription Term"), unless stated to the contrary on the Order Form. Unless earlier terminated as provided in this Section, the term for Support Services shall begin on the date the Order Form is executed and end on last day of the twelfth month thereafter ("Support Term"), unless stated to the contrary on the Order Form. For example, if the Order Form is executed on January 15, 2008, the Subscription Term or Support Term, as the case may be, will end on January 31, 2009. Thereafter, the initial Subscription Term and Support Term shall be extended for

additional 12 month periods until either party gives notice to the other party of its intention to terminate at least 30 days prior to the end of the then Subscription Term or Support Term, as the case may be.

B. Termination. Without prejudice to any other remedies, either party shall have the right at any time by giving notice to the other to terminate the Agreement forthwith in any of the following events: (a) if the other party commits a material breach of any of the terms or conditions of this Agreement and fails to cure such breach within 30 days after delivery of notice thereof; or (b) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is liquidated, voluntarily or otherwise.

C. Consequences of Termination. Upon any termination or expiration of this Agreement, all licenses granted under this Agreement shall terminate immediately, and you shall you (a) return all physical media containing the Software and Documentation to Persysent, (b) permanently delete all copies of the Software and Documentation within your possession and control, and (c) certify in writing to Persysent that all copies of the Software and Documentation in your possession or control have been returned or permanently destroyed.

D. Survival of Terms. Upon any termination or expiration of this Agreement, all payment obligations accruing prior to such termination or expiration and the following Sections shall survive any such termination or expiration: 2, 3.E., 6, 7, 8, 9.C., 9.D., 13, 14, 15, 18, 19, 21, and all other provisions that expressly state that they shall survive.

10. Transfer of License. You have no right to assign this Agreement or the license granted herein, in whole or in part, without Persysent's prior written consent. Any attempt by you to assign this Agreement or the license granted herein, without such consent, renders this license null and void.

11. Indemnification by You. If you use or distribute the Software in violation of this Agreement, and without limiting any other remedy available at law or in equity, you hereby agree to indemnify and hold harmless Persysent from and against any and all claims, lawsuits, damages, injuries, losses, liabilities, and expenses, including attorneys' fees and costs that arise, result from or are connected with the use or distribution of the Software in violation of this Agreement.

12. U.S. Government Restricted Rights. The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure is subject to restrictions by the Government as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software--Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Persysent Software, 3930 Premier North Drive, Tampa, Florida 33618.

13. Export Restrictions. You agree that you will not export or re-export the Software to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export the Software: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (b) to any end-user who you know or have reason to know will utilize the Software or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

14. Confidentiality. You acknowledge that the Software contains proprietary trade secrets of Persysent and you agree to maintain the confidentiality of the Software, Documentation, and related materials using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information, but in no event less than a reasonable degree of care. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with the Software, and to use your best efforts to ensure their compliance with

those terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving source code.

15. Equitable Relief. The parties agree that a material breach of the license or confidentiality provisions of this Agreement would cause irreparable injury to Persysent for which monetary damages would not be an adequate remedy, and therefore Persysent shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.

16. Publicity. Licensee agrees that Persysent may publicly announce and list licensee as a customer of Persysent.

17. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement, except for the payment of monies, due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

18. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida (except to the extent federal law governs), without regard to that state's conflict of law principles. **THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR OTHER LITIGATION RESULTING FROM OR INVOLVING THE ENFORCEMENT OF THIS AGREEMENT.** The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties hereto. The governing language for this Agreement shall be English. You agree to correspond in English and/or provide English versions of your documents.

19. Arbitration. Any dispute, controversy or claim, that cannot be resolved amicably, arising out of or in relation to or in connection with this Agreement or the operations carried out under this Agreement, including without limitation any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement, shall be exclusively and finally settled by arbitration, and either party may submit such a dispute, controversy or claim to arbitration. Notwithstanding anything set forth in this Section, either party may apply for immediate injunctive relief to protect its confidential information or its intellectual property without breach of this Section. Unless otherwise expressly agreed in writing by the parties, the following shall apply: (a) the arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, with one arbitrator; (b) the arbitration proceedings shall be held in Hillsborough County, Florida; (c) the arbitration proceeding shall be conducted in the English language and the arbitrator shall be fluent in the English language; (d) the decision of the arbitrator shall be reduced to writing, final and binding without the right of appeal, made and promptly paid in U.S. dollars free of any deduction or offset; and (e) judgment upon the award may be entered in any court having jurisdiction over the party or the assets of the party owing the judgment or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

20. International Licenses. If you are licensing the Software for use outside the United States, certain terms may be added to this Agreement and certain terms may be modified, as provided in the Sections commencing with Section 22.

21. General. All notices required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered personally or by reputable overnight or express courier and are effective upon delivery to the applicable notice address. Persysent's notice address is Persysent Software, 3930 Premier North Drive, Tampa, Florida 33618. Your notice address is set forth on the Order form. Either party may change its notice address by delivery of notice to the other party. This Agreement contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. No additional or different terms or conditions (including any preprinted terms and conditions on licensee's purchase order) will be binding upon Persysent unless specifically agreed to in writing by Persysent; and

failure of Persysent to object to provisions contained in any purchase order or other communication from you shall not be construed as a waiver of the terms and conditions of this Agreement nor an acceptance of any of such provisions. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect. All descriptive headings used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the parties under this Agreement. This Agreement is binding on you as well as your employees, employers, contractors and agents, and on any successors and permitted assigns.

For questions concerning this Agreement, or for questions on product or technical matters, please contact Persysent at the address or telephone number above. For customer support, you may go to <http://www.persysent.com/support>.