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Software License Agreement

AGREEMENT LAST MODIFIED: January 1, 2021

CAUTION: YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT BEFORE INSTALLING OR USING THE PRODUCT AND DOCUMENTATION TO WHICH THIS AGREEMENT RELATES. BY ACCEPTING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACKNOWLEDGING YOUR AUTHORITY TO DO SO ON BEHALF OF YOUR COMPANY (IF APPLICABLE). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT PROCEED WITH THE INSTALLATION OF THE PRODUCT(S) AND PROMPTLY RETURN THE PRODUCT(S), DOCUMENTATION, AND ALL COPIES THEREOF TO THE SUPPLIER FROM WHICH IT WAS ACQUIRED FOR A FULL REFUND OF THE LICENSE FEES, IF ANY, PAID FOR THE PRODUCT(S). THE TERM "PROMPTLY" AS USED HEREIN SHALL MEAN NO LATER THAN THIRTY (30) DAYS FOLLOWING THE DELIVERY OF THE PRODUCT TO YOU.

1. License Grant.

1.1 For purposes of this Agreement, "Force 5" refers to Force 5, Inc. and "you" or "Licensee" refers to the individual installing or using the Product(s), if you are acting as an individual on your own behalf; otherwise, "you" or "Licensee" means the business or other entity for which you are obtaining the Product(s) and that will exercise the rights granted under this Agreement. Subject to the terms and conditions contained in this Software License Agreement, including all exhibits, Orders (as defined below) and License Addenda (as defined below)(collectively, this "Agreement"), Force 5 grants to you a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the software product(s) (each individually, a "Product"), for which valid control codes have been issued by Force 5, identified in (i) the written or electronic order document, form or invoice provided or accepted by Force 5 or Force 5 authorized representative (each an "Order") or (ii) the installation procedure. Any update, patch, solution pack, service pack, value-add pack, hotfix, workaround, prepackaged module and/or new release, version or enhancement issued to Licensee by Force 5 relating to the Product (each an "Update") replaces part or all of a Product or Update previously licensed to Licensee and shall terminate such previously licensed Product or Update to the extent replaced by the Update. Each Update shall be subject to the terms and conditions of the license agreement accompanying the Update. In addition and subject to the terms and conditions contained herein, Force 5 grants Licensee a non-exclusive, non-transferable, limited, personal license (without the right to sublicense) to use the written technical materials and end user instructions including all updates and versions

thereof released by Force 5 and associated with the Product, if any, distributed with the Product (the "Documentation").

1.2 By virtue of this Agreement, Licensee acquires only the non-exclusive right to use the Product and does not acquire any rights of ownership to (i) the Product, (ii) any Documentation provided therewith or (iii) the media, if any, upon which the Product and Documentation are embodied. Force 5 and/or its licensors shall at all times retain all right, title, and interest in the Product, the Documentation, and any media provided therewith. Except for the license rights expressly granted herein, this Agreement grants no additional express or implied license, right or interest in the Product or in any copyright, patent, trade secret, trademark, invention or other intellectual property rights of Force 5, its affiliates or their licensors. Force 5 reserves all rights not expressly granted to Licensee in this Agreement.

1.3 The term of the license is set forth in Exhibit A or the applicable Order, unless otherwise terminated in accordance with the terms of this Agreement.

1.4 Licensee agrees to pay the applicable fees as set forth in the Order. Licensee further agrees to pay any applicable transportation charges, value-added taxes or other applicable taxes, tariffs or withholding taxes which the relevant authorities require to pay. All fees are exclusive of any such taxes or tariffs unless expressly stated in the Order.

1.5 Shipping terms for Product(s) shipped on physical media is FOB shipping point. For Product(s) shipped via electronic delivery, delivery is deemed complete, FOB shipping point, when the Product(s) is/are made available at the electronic software download ("ESD") site specified by Force 5 and Licensee is e- mailed or otherwise issued a password to access and download the Product(s).

2. License Restrictions.

2.1 Licensee's use of the Product and Documentation is limited to (i) internal use within Licensee's organization, (ii) an affiliated party that is identified as such in any Order and (ii) its third party contractors that are identified as such in any Order. Use shall be in accordance with the provisions of and limitations set forth in this Agreement, including Exhibit A hereto, and the additional terms, if any, set forth in any Order or additional agreement executed by Force 5 and Licensee in connection with this Agreement which specifically states the terms thereof shall be in addition to or in lieu of any of the terms set forth herein (each a "License Addendum" and collectively, the "License Addenda").

2.2 The license model for the Product is set forth in the Order and described in Exhibit A. Third party rights and any additional licensing restrictions are set forth or referenced in Exhibit A.

2.3 If Licensee receives the Product in conjunction with a software application provided by a third party, the Product may only be used with or as part of such software application.

2.4 Licensee shall not copy (except as provided in Section 5.2 hereof), disassemble, reverse engineer, decompile, modify or create derivative works of the Product and the Documentation to the extent that such restriction is not prohibited by applicable mandatory law.

2.5 Licensee may not sublicense, sell, rent, encumber, outsource, lease or grant any other rights in the Product and/or the Documentation to others or otherwise allow the Product to be accessed, used or possessed by another party. For these purposes, the term "use" shall include, without limitation, direct or indirect use via thin-client or web-based remote access software which but for the use thereof would have required a copy of the Product to be installed or used locally by that user.

2.6 Licensee shall have no right to use the Product to provide time sharing, outsourced services, or facility management services or to act as or operate a service bureau or provide information, data processing, subscription or hosting services for another party.

2.7 The Product, including technical data, are subject to U.S. export control laws, including, without limitation, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee shall not directly or indirectly export or re-export the Product, or any direct product thereof, without first obtaining Force 5 written approval. Licensee agrees to comply strictly with all regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import the Product. The Product may not be downloaded, or otherwise exported or re-exported (i) into, or to a national or resident of any country and/or party to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Commerce Department's Table of Denial Orders as amended from time to time, or any other list distributed by the United States government setting forth individuals or entities to which distribution of the Product would be prohibited by United States law.

2.8 Licensee shall be solely responsible for identifying and complying with all laws of any jurisdiction outside of the United States regarding the use of the Product and any technical data supplied by Force 5. Licensee agrees to obtain all licenses, permits or approvals required by any government at Licensee's sole cost and expense. Licensee's obligations under this Section 2.8 shall survive termination for any reason whatsoever.

2.9 If the Product is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government's rights in the Product will be only as set forth herein. The Product and related Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software Documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Product and such Documentation with only those rights set forth herein. Contract/Manufacturer is Force 5 Corporation, 4950 SW 72nd Ave, Suite 119, Miami, FL 33155.

2.10 This Agreement is personal to Licensee and Licensee may not transfer, assign or otherwise convey, novate or encumber this Agreement or the Product, in whole or in part, by operation of law, merger or otherwise, to any other party, including any parent, subsidiary or affiliated entity. A Change of Control of Licensee shall constitute an assignment hereunder. A "Change of Control" shall include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of Licensee in a transaction or series of transactions which results in the holders of Licensee's capital stock or equity interests holding less than 50% of the outstanding capital stock or equity interests immediately following such transaction(s).

3. Limited Warranty.

3.1 Force 5 warrants that, for a period of thirty (30) days from either the date of the initial shipment or availability for download from a Force 5 website of the Product whichever occurs first (the "Warranty Period"), (i) the Product will conform in all material respects to the Documentation and (ii) the media, if any, on which the Product is recorded will be free from defects in materials and that the Product is properly recorded on the media. As the sole and exclusive remedy for physically defective media (such as the diskettes, cartridges, CD-ROMs, DVDs or magnetic tapes), Force 5 will replace it free of charge if claimed during the Warranty Period. As the sole and exclusive remedy for any failure of the Product to materially conform to the Documentation, Force 5 shall repair or replace the Product if such failure is reported during the Warranty Period or, if Force 5, at its discretion, reasonably determines that such remedy is not economically or technically feasible, this Agreement and the licenses granted hereunder will terminate and Force 5 or its supplier (as applicable) shall provide a full refund of the license fee paid with respect to the particular Product. The above warranties do not cover Updates, generic non-configured solution packs, any Product provided on an evaluation basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by Licensee, its personnel or any third party.

3.2 Force 5 does not warrant that the functions of the Product will meet Licensee's requirements or that operation of the Product will be uninterrupted or error free. Licensee assumes responsibility for selecting the Product to achieve its intended results and for the use and results obtained from the Product.

3.3 Hardware that is integrated by Force 5 and/or resold by Force 5 is solely warranted by the Original Equipment Manufacturer (OEM) and customer must coordinate any warranted hardware failure replacement with the OEM manufacturer. If the Customer has purchased Force 5 Remote Support MSA, Force 5 will help with the coordination of the problem determination of the suspected hardware failure which may require the customer to provide remote hands personnel onsite to perform the problem determination process, disassembly, packing and shipping of the Field Replaceable Unit (FRU). If it is determined that there is a hardware failure Force 5 will help the customer with the coordination of the replacement and configuration of the failed hardware component. In most cases, Force 5 will ship a replacement unit from their depot to minimize the outage and will work with you to get the fail unit replaced and shipped to the Force 5 depot to be configured and ready if needed in the future. Shipping cost will be covered by either the OEM Warranty or the customer. Customer may need to provide remote hands to reassemble FRU and follow configuration instructions from remote support personnel to restore the failed hardware.

3.4 THE LIMITED WARRANTY SPECIFIED IN SECTION 3.1 & 3.3 SETS FORTH ALL WARRANTIES AND REPRESENTATIONS PROVIDED TO LICENSEE WITH RESPECT TO THE PRODUCT AND ANY SERVICES AND UPDATES AND ANY HARDWARE PROVIDED HEREUNDER, AND SUCH LIMITED WARRANTY IS PROVIDED SOLELY BY FORCE 5 AND NOT IT'S LICENSORS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FORCE 5, IT'S LICENSORS AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, OR ANY SERVICES OR UPDATES PROVIDED UNDER THIS AGREEMENT. ANY UPDATES OR SERVICES DELIVERED HEREUNDER ARE DELIVERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT, OR ANY SERVICES AND UPDATES PROVIDED UNDER THIS AGREEMENT ARE DISCLAIMED. FURTHER, THE PRODUCT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL- SAFE PERFORMANCE (INCLUDING, WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY; DIRECT LIFE SUPPORT MACHINES; WEAPON SYSTEMS; OR CONTROL OF AIRCRAFT, AIR TRAFFIC, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATIONS), IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY OR INDIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

WITHOUT LIMITING THE SCOPE OF THE DISCLAIMERS SET FORTH HEREIN, FORCE 5 FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND THEIR RESPECTIVE SUPPLIERS, DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY SUCH HIGH-RISK USES.

4. Indemnity

4.1 Force 5 will defend, indemnify and hold Licensee harmless against any and all costs and reasonable expenses finally awarded by a court or agreed to in settlement which directly result from any third party claim based on an allegation that a Product infringes either a valid (a) United States patent or (b) copyright of a country that is a party to the Agreement for Trade Related Aspects of Intellectual Property Rights ("TRIPS") but only if Force 5 is notified promptly in writing of such claim and given sole control of the defense of any such claim and all negotiations for its settlement or compromise. Licensee agrees to reasonably cooperate with Force 5 in the defense, settlement or compromise of any such claim. In the event that a final injunction is obtained against Licensee's use of the Product, if Force 5 reasonably believes that Licensee's use of the Products could be so enjoined, or if in Force 5 opinion the Product is likely to become the subject of a successful claim of such infringement, Force 5 shall, at its option and expense, (i) procure for Licensee the right to continue using the Product as provided in this Agreement, (ii) modify or require replacement of the Product that Licensee is then currently using so that the Product becomes non-infringing (so long as the functionality of the Products is substantially similar) or, in the event neither of the previous two options are commercially reasonable for Force 5, (iii) terminate this Agreement and the rights granted hereunder and refund to Licensee the amount paid to Force 5 for the Product less an amount for depreciation determined on a straight-line five-year depreciation basis with a commencement date as of the respective shipment date of the applicable copies of the Product. Notwithstanding the foregoing, Force 5 shall have no liability for a claim to the extent based on (A) the use by Licensee of the Product more than thirty (30) days after Force 5 has notified Licensee of (i), (ii) or (iii), above or (B) the version of the Product used by Licensee is not the current release version of the Product.

4.2 Notwithstanding the foregoing, Force 5 shall have no liability to Licensee under this Section 4 to the extent that any infringement or claim thereof is based upon (i) the combination, operation or use of a Product in combination with equipment or software not supplied by Force 5 hereunder where the Product would itself not be infringing, (ii) Licensee's non-compliance with designs, specifications or instructions provided by Force 5 to Licensee, (iii) use of a Product in an application or environment for which it was not designed or not contemplated under this Agreement,

(iv) modifications of a Product by anyone other than Force 5 where the unmodified version of the Product would not be infringing, or (v) use by users or affiliated parties of Licensee not permitted by this Agreement.

4.3 THE FOREGOING INDEMNIFICATION PROVISIONS STATE THE ENTIRE LIABILITY OF FORCE 5 AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY INFRINGEMENT OR ALLEGED INFRINGEMENT BY FORCE 5 OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS IN RESPECT OF THE PRODUCT OR ITS USE.

4.4 If any affiliated party or third party contractor of Licensee is specifically authorized in writing and as a term of this Agreement to use the Product pursuant to Section 2.1 hereof and Exhibit A, Licensee shall defend, indemnify and hold Force 5 harmless for all acts and omissions of such affiliated party and/or third party contractor.

5. Confidentiality; Notices

5.1 Licensee acknowledges that the Products, including all source and/or object code and all parts and aspects thereof, and any Updates, modifications, translations, localizations, or other derivative works thereof, in whatever form, whether or not marked as confidential, the Documentation and any other documentation or materials provided with or related to the Product (collectively, the "Force 5 Confidential Information"), are the valuable proprietary and trade secret information of Force 5 and/or its licensors and suppliers. Force 5 acknowledges that during the term of this Agreement, Licensee may disclose the following information: (A) concerning the business, financial condition, facilities, operations, products, services, assets and/or liabilities of the Licensee, (B) which relates to technologies, intellectual property or capital, models, concepts, or ideas of the Licensee, (C) of third parties that the Licensee is required under applicable law or contracts to keep confidential, or (D) that has been clearly identified by Licensee as confidential or proprietary (collectively, the "Licensee Confidential Information") Both Parties shall (i) limit use and disclosure of the other party's respective Confidential Information to its employees and its consultants who are authorized pursuant to this Agreement to use the Products and who agree to be bound by the terms of this Agreement or are otherwise bound to a confidentiality agreement containing substantially similar terms; (ii) not provide or disclose any of the other party's Confidential Information to another party; and (iii) treat the other party's Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to its own information of like importance which is to be kept secret, but with no less than reasonable care. The foregoing obligations shall be in addition to any obligations set forth in any separate confidentiality agreement between Force 5 and Licensee. The provisions of this paragraph shall not restrict either party from using or disclosing information designated by the other party as confidential if such information: (a) was at the time of disclosure in the public domain or became part of the public domain without a

breach of this Agreement; (b) was disclosed to the receiving party by a third party without restriction on disclosure; (c) is already rightfully known to the receiving party or is rightfully and independently developed by the receiving party or a third party under contract with the receiving party; (d) is regularly disclosed by the disclosing party to third parties without restriction on disclosure; or (e) is required to be disclosed via a governmental decree or judicial order (with prior notice to the other party if allowed).

5.2 Licensee agrees, under penalty of license termination but not exclusive of any other remedies, not to cause or permit the copying of the Product for any purpose other than expressly set forth herein. Licensee may copy the Product only for archival and off-line backup purposes, but not for disaster recovery purposes unless Licensee has purchased the appropriate disaster recovery or replication license. Licensee may copy the Documentation solely for the purpose of facilitating Licensee's use of the Product in accordance with, and subject to, the terms and conditions of this Agreement. Licensee agrees not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Product.

5.3 Benchmark results for the Product may not be disclosed or published without the written consent of Force 5.

5.4 Licensee acknowledges that in the event of a breach or threat of breach of this Section 5, money damages will not be adequate. Therefore, in addition to any other legal or equitable remedies, Force 5 shall be entitled to seek injunctive or similar equitable relief against such breach or threat of breach.

5.5 All notices and requests in connection with this Agreement to be sent to Force 5 shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the following address: 4950 SW 72nd Ave, Suite 119, Miami, FL 33155, Attention: General Counsel. All notices and requests in connection with this Agreement to be sent to Licensee shall be given in writing and shall be sent by hand delivery, overnight courier or certified mail with proof of delivery to the address first set forth in the Order. Either party may change its address for receipt of notices upon written notice to the other party, and notices shall be deemed given on the day of receipt or the date evidenced on the proof of delivery, whichever is earlier.

6. Limitation of Liability.

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF FORCE 5, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCT, UPDATE AND/OR SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY LICENSEE FOR SUCH PRODUCT, UPDATE AND/OR SERVICES. FORCE 5 LICENSORS AND THEIR SUPPLIERS SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING THE PRODUCT, ANY UPDATE, OR ANY PORTION THEREOF, OR AS A RESULT OF ANY SERVICES

RELATING THERETO. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL FORCE 5, ITS LICENSORS, OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY COMMERCIAL DAMAGES OR LOSSES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, ANY UPDATE, OR ANY PORTION THEREOF, OR ANY SERVICES, EVEN IF FORCE 5, ITS LICENSORS AND/OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EACH EXCLUSION OR LIMITATION IS INTENDED TO BE A SEPARATE AND THEREFORE SEVERABLE EXCLUSION.

7. Audit Rights.

Force 5 may install, enable and utilize automated license tracking, management and/or enforcement solutions with the Products, which Licensee may not disrupt or alter. Licensee shall maintain books and records in connection with this Agreement and the use of the Products and any Updates and/or services provided hereunder. Such books and records shall include at a minimum the number of licenses purchased and being used by Licensee. At its expense and with reasonable written notice to Licensee, Force 5 or a third party appointed by Force 5 may audit the books, records, and if necessary, the systems on which the Product or any Update is installed for the sole purpose of ensuring compliance with the terms of this Agreement. Force 5 shall have the right to conduct follow-up audits as necessary. All audits shall be conducted during regular business hours at Licensee's offices and shall not interfere unreasonably with Licensee's activities. Force 5 shall treat all such records and books as confidential information. If any audit reveals that Licensee has underpaid license or maintenance and support fees, Licensee shall be invoiced for all such underpaid fees based on Force 5 list price in effect at the time the audit is completed. If the underpaid fees are in excess of five percent (5%) of the fees previously paid by Licensee, then Licensee shall also pay Force 5 reasonable costs of conducting the audit and enforcement of this Agreement.

8. Termination.

8.1 Force 5 may terminate this Agreement by written notice at any time if Licensee defaults in the performance of any provision of this Agreement and fails to cure such default to the satisfaction of Force 5 within thirty (30) days after such notice. This remedy shall not be exclusive and shall be in addition to any other remedies which Force 5 may have under this Agreement or otherwise.

8.2 Any purported transfer or assignment of this Agreement or the licenses granted hereunder by Licensee or other action by Licensee in contravention of Section 2.10 above or any purported transfer or assignment of this Agreement or the licenses granted hereunder as a result of Licensee's bankruptcy, insolvency, or liquidation or as a

result of an assignment of Licensee's assets for the benefit of creditors shall be void and this Agreement and the licenses granted hereunder shall thereupon automatically terminate without further notice or action by Force 5.

8.3 Within ten (10) days of the date of expiration or termination of this Agreement and/or any of the licenses granted hereunder, Licensee shall return all copies of the Products, including all Updates, and related Documentation to Force 5 or, if requested by Force 5, destroy such Products, Updates and Documentation and certify in writing to such return or destruction.

9. Miscellaneous.

9.1 If Force 5 offers maintenance and support for the Product, and if Licensee orders and pays for such maintenance and support, such maintenance and support shall be provided in accordance with Force 5's then current and applicable maintenance and support policies.

9.2 THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ANY LICENSE ADDENDUM(S), CONSTITUTES THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCT AND SUPERCEDES ANY OTHER AGREEMENT, PROPOSAL, COMMUNICATION OR ADVERTISING, ORAL OR WRITTEN, SIGNED OR UNSIGNED, WITH RESPECT TO THE PRODUCT. To the extent there are any terms and conditions contained in Licensee's purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and conditions of this Agreement shall govern. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

9.3 For administrative convenience, Force 5 invoices may be issued by a local affiliate of Force 5.

9.4 Left intentionally blank.

9.5 Except as otherwise expressly set forth herein, this Agreement is governed by the laws of the State of Florida, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions.

9.6 This Agreement may not be modified or amended except in a writing executed by both Force 5 and Licensee.

9.7 Failure or delay on the part of Force 5 to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

9.8 The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.9 If the Product is acquired outside the United States local law may apply.

9.10 Licensee grants Force 5 right to use the Licensee company name and company logo on the Force 5 customer's website page and in presentations.

EXHIBIT A

TERM OF LICENSE:

Software only orders are Perpetual unless otherwise specified in the applicable Order or if the Product is provided to Licensee on an evaluation basis in which case the Product will be provided for a limited term subject to an Evaluation License as described below.

APPLICABLE FEES:

Any applicable license fees or maintenance and support fees will be set forth in the Order.

AFFILIATE USE, IF ANY:

See Order.

ADDITIONAL TERMS, IF ANY: All Force 5 Kiosks are licensed as Embedded Platform

Runtime License Checker:

The Products may include code to verify that Licensee has not exceeded the license keys issued by Force 5 (the "Runtime License Checker") and in the event that the Runtime License Checker determines that Licensee has exceeded its license the Products may cease to operate.

Use Restrictions:

1. Application Specific. If the Order lists a specific application authorized for use with the Product(s), or if Licensee obtained the Product(s) in conjunction with a software application provided by a third party, the Product(s) is/are licensed for use only with such application. Use with any other application/product is strictly prohibited.

2. Term License. If the Order specifies that Licensee's license to the Product(s) is/are for a term ("Term"), then the term of this Agreement and Licensee's license to the Product(s) hereunder shall expire on the expiration date stated in the Order unless sooner terminated in accordance with Section 8 of the Agreement. Upon completion of the Term, Licensee shall return all Product(s) licensed under the Order and associated documentation and related information (including all copies) to Force 5, or certify its destruction in a writing delivered to Force 5. All license rights in and to the Product(s) licensed under the terms of the Agreement shall terminate at the end of the Term.

3. Operating Systems or Platforms. If the Order specifies that Licensee's license to the Product(s) is/are limited to a specific Operating System ("OS") or Platform, then the Product(s) is/are licensed with the additional restriction that it be used solely in conjunction with the specified OS or Platform. Use with any other OS or Platform is strictly prohibited.

4. Competitive Use. Licensee may not use the Product(s) to develop, test, support or market products that are competitive with and/or provide similar functionality to the Product(s).

5. Evaluation License Only. Licensee acknowledges and agrees that the evaluation period may not be extended by uninstalling and re-installing the Product(s) or by any other means other than Force 5's written consent.

LICENSE MODELS AND DEFINITIONS:

The license model for the Product(s) purchased is set forth in the Order. The description of each Force 5 license model is set forth below.

For purposes of this Exhibit A, the following terms shall have the following definitions:

"Authorized User": An Authorized User is a single individual who has been designated to use the Product.

"Embedded Platform": A Device designated on which the Product is embedded and runs. These devices include but are not limited to a workstation, a personal computer, a PDA device, a mobile phone, a laptop, a kiosk or other device with the embedded Product. The Product is embedded in the device and cannot be removed to install on another system or platform. All Force 5 Kiosks are licensed as Embedded Platform even if not specified on the order.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process": A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Server/Concentrator": A logical computer with one or more CPUs on which the Product resides, along with the applications utilizing the Product, and which can be accessed by other computers. The "Server/Concentrator" limits the number of devices that can access it based on the number of connections specified on the Order. The term "Server" or "Concentrator" includes, but is not limited to, web servers, batch servers and application servers.

Authorized User License: If the Product is licensed on an Authorized User basis, then the Product may be used on a single computing machine which may be accessed by the number of Authorized Users specified in the Order. In no event shall the number of persons authorized to have access to the Product exceed the number of Authorized Users identified in the Order. The right to use the Product is not based on concurrent users, but instead on an actual "Authorized User" basis. Licensee must, upon request by Force 5, identify each Authorized User who will have access to the Product and provide that information to Force 5.

Core Licenses: A Product licensed on a "Core" basis grants Licensee the right to run the Product on a single Core on a single server. The total number of Cores on the machine may not exceed the total number licensed to Licensee. Additional Core License(s) are required for each Core of the server on which the Product runs, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting.

For purposes of the "Core" license model:

"Core" means a core of a CPU as allocated by Licensee made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g. test, development) environment.

"CPU" means a computer processing unit, also known as a processor or microprocessor. It can contain multiple cores in both virtualized and/or non-virtualized environment.

CPU: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Developer: A Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Developer License may not be transferred.

Server/Concentrator: A Server/Concentrator License grants Licensee the right to install and use a Product, or an application which can access the Product, on a single Server and on a single Platform. Additional Server license(s) are required for each Server that runs the Product including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server License may not be transferred from one Server or Platform to another. The Server/Concentrator License limits the number of devices that can access it based on the number of connections and number of users specified on the Order.

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