

JNBridge, LLC

SOFTWARE LICENSE AGREEMENT

JNBRIDGE, LLC ("**JNBRIDGE**") IS WILLING TO LICENSE THIS SOFTWARE (AS DEFINED BELOW) AND DOCUMENTATION (AS DEFINED BELOW) TO YOU, THE INDIVIDUAL OR SINGLE ENTITY USER OF THE SOFTWARE ("**YOU**" OR "**LICENSEE**"), ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS SOFTWARE LICENSE AGREEMENT ("**AGREEMENT**"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING THE 'I AGREE' OR 'I DO NOT AGREE' BUTTON BELOW. BY SELECTING THE 'I AGREE' BUTTON, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE THAT: (1) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (2) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (3) IF ACTING ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, SELECT THE 'I DO NOT AGREE' BUTTON BELOW AND THE INSTALLATION PROCESS WILL NOT CONTINUE. IF YOU SELECT THE 'I DO NOT AGREE' BUTTON, JNBRIDGE DOES NOT GRANT YOU ANY RIGHT OR LICENSE TO THE SOFTWARE OR DOCUMENTATION.

DEFINITIONS

"**Authorized User**" means, in the case where Licensee is an individual, the Licensee and, in the case where Licensee is a single entity, such single entity's employees and consultants who are using the Software on the Deployment Servers on your behalf.

"**Commercial Term**" means the term that begins when JNBridge receives the License Fee from Licensee and Licensee activates the applicable Software, and continues thereafter in perpetuity unless either party terminates this Agreement in accordance with the terms herein.

"**Deployment Servers**" means computer servers, including without limitation desktop computers, owned or controlled by Licensee.

"**Development Components**" means the Software components, which components are listed in the Documentation, that Licensee uses to construct the Generated Proxy Classes.

"**Development Servers**" means unique computer servers, including without limitation desktop computers, owned or controlled by Licensee.

"**Distributed Components**" means the Runtime Components and the Generated Proxy Classes.

"**Documentation**" means any and all documentation that is bundled with the download of the Software and/or is available on the JNBridge website, which might include without limitation a user's guide, release notes, demos and examples, an evaluation guide and a "readme" file, each of which as modified by JNBridge from time to time.

"Generated Proxy Classes" means all proxy classes generated by Licensee using the Development Components.

"Key" or **"Keys"** means a key (or multiple keys) that JNBridge may use to activate the Software during the Commercial Period for your use on the Licensed Number of Development Servers and Licensed Number of Deployment Servers that you purchased.

"License Fee" means the fee you pay to JNBridge for the right to use the Software on the Licensed Number of Development Servers and Licensed Number of Deployment Servers during the Commercial Term.

"Licensed Number of Deployment Servers" means that number of Deployment Servers for which you have paid a License Fee for the Commercial Term.

"Licensed Number of Development Servers" means that number of Development Servers for which you have paid a License Fee for the Commercial Term.

"Licensee's Works" means Licensee's own components and/or application programs created, compiled or tested with Generated Proxy Classes.

"Runtime Components" means the Software components, which components are listed in the Documentation, that enable the Generated Proxies to function in Licensee's Works on a Deployment Server.

"Software" means the computer software, in object code format only, that JNBridge has made available to you under this Agreement, including without limitation the Development Components and Runtime Components, and all Documentation.

"Term" means the Trial Term together with the Commercial Term, if any.

"Trial Term" means the term that begins, if you download the Software over the Internet, on the date on which you download the Software or, if you obtain the Software other than through download over the Internet, on the date on which you install the Software, and ends thirty (30) days thereafter, unless JNBridge, at its sole discretion, extends such term by issuing temporary Keys.

1. TERM. The Term of this Agreement shall be the Trial Term unless and until you pay to JNBridge the License Fee, at which time the Term shall be the Commercial Term. Under no circumstances will the Term of this Agreement be extended beyond the Trial Term without receipt of the License Fee by JNBridge, except in the case of prior written approval from JNBridge.

2. GRANT OF LICENSE.

2.1. Trial Term License.

(a). Subject to the terms and conditions of this Agreement, JNBridge grants to Licensee a personal, nonexclusive, nontransferable, limited license during the Trial Term to download the Software from the JNBridge.com web site and to install and use the Development

and Runtime Components solely on the Development Servers and the Deployment Servers solely for purposes of: (i) creating Generated Proxy Classes for use in the creation, compilation, and testing of Licensee's Works; and (ii) using these Generated Proxy Classes in the creation, compilation and testing of Licensee's Works. During the Trial Term, all use of the Development Components and Runtime Components shall be for internal trial purposes only, for the sole purpose of evaluating and testing the Software, and not for any commercial, governmental or institutional purpose of any kind.

(b). The Software contains certain features designed to prevent the Software from being used for longer than a specified period without Keys. JNBridge will issue Keys to you upon your payment of the License Fees for the applicable number of Development Servers and Deployment Servers.

(c). LICENSEE'S WORKS THAT YOU CREATE USING THE SOFTWARE MAY REQUIRE THE RUNTIME COMPONENTS AND GENERATED PROXIES IN ORDER TO RUN. WITHOUT THE REQUISITE KEYS, THE SOFTWARE WILL BE DISABLED AND THOSE LICENSEE'S WORKS MAY NO LONGER RUN. YOU SHOULD THEREFORE TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT.

(d). PLEASE NOTE THAT THE SOFTWARE YOU DOWNLOAD IS FULL-FEATURED AND ALL FEATURES WILL RUN DURING THE TRIAL TERM. HOWEVER, KEYS MAY UNLOCK ONLY A SPECIFIC SUBSET OF FEATURES, AS DESCRIBED IN THE DOCUMENTATION. YOU SHOULD TAKE PRECAUTIONS TO PURCHASE THE APPROPRIATE TYPE OF LICENSE, OTHERWISE YOUR LICENSEE'S WORKS MAY NO LONGER RUN. JNBRIDGE SHALL NOT BE LIABLE FOR LICENSEE'S FAILURE TO PURCHASE THE APPROPRIATE LICENSE OR FOR ANY DISABLEMENT OF ANY SOFTWARE FEATURES DUE TO A FAILURE TO PURCHASE THE APPROPRIATE LICENSE.

2.2. Commercial Term License. Subject to the terms and conditions of this Agreement, including without limitation receipt by JNBridge of the License Fee, JNBridge grants to Licensee a personal, nonexclusive, nontransferable (subject to Section 13.7), limited license during any Commercial Term to:

(a). Install and use the Development Components on the Licensed Number of Development Servers, solely for purposes of: (i) creating Generated Proxy Classes for use in the creation, compilation, testing and deployment of Licensee's Works; and (ii) using these Generated Proxy Classes in the creation, compilation, testing and production of Licensee's Works;

(b). Distribute the Runtime Components together with the Generated Proxy Classes, to Authorized Users for installation and use by such Authorized Users on the Licensed Number of Deployment Servers in accordance with the terms of this Agreement;

(c). make one (1) copy the Software solely to replace the originally downloaded or installed copy if the original copy is damaged or destroyed (a "**Back-up Copy**"); and

(d). as the primary user of the Development Server on which the Software is installed, install the Software on one of your home computers ("**Home Use**"), and obtain activation of the Software (as described in Section 2.3 below). However, the Software may not be used on your home computer at the same time the Software on the primary computer is being used.

2.3. Licenses and Keys. Within two (2) business days after the receipt of payment by JNBridge, JNBridge shall issue to Licensee the Key(s) to activate the Software for the Licensed Number of Development Servers and Licensed Number of Deployment Servers.

(a). Licensee acknowledges that, until the Keys are used to activate the Software, the Software is subject to disablement upon expiration of the Trial Term and that Licensee shall be solely responsible for using the Keys to activate the Software, as further described in the Documentation. JNBridge shall not be liable for Licensee's failure to accomplish the foregoing or for any disablement of the Software due to a failure to accomplish the foregoing. Licensee further acknowledges that, once activated, each particular copy of the Software may not be used on another server without first being re-activated. Upon written request made in conformity with this Agreement to JNBridge, Licensee will receive a Key for re-activation of a particular copy of the Software on a new server from JNBridge. Each such request shall be accompanied by a statement from Licensee certifying that Licensee has erased or, before use of any such Key to reactivate the Software, will erase, the copy of the particular copy of the Software from the server on which such copy was previously installed. Under no circumstances will JNBridge be obligated to issue more than two (2) additional Keys for any licensed copy of the Software.

(b). At its sole discretion, JNBridge may issue a “**License Key File**”, as described in the Documentation, in lieu of Keys.

3. RESTRICTIONS.

3.1. General Restrictions. Licensee acknowledges that Licensee's use of the Software is limited to the scope of the license granted under Section 2 and that this Agreement does not permit Licensee to otherwise use, reproduce or distribute the Software except as expressly provided herein. Licensee acknowledges that the Software and its structure, organization, and source code constitute valuable trade secrets of JNBridge and its licensors. Except as may be expressly set forth in this Agreement, Licensee shall not, and shall not permit any Authorized User or third party to: (a) install, use or distribute the Software; (b) modify, adapt, alter, translate, or create derivative works from the Software; (c) merge the Software with other software; (d) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software to any third party; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or Generated Proxy Classes; (f) remove, alter, or obscure any proprietary notices (including copyright notices) of JNBridge or its licensors from the Software; (g) disclose or publish performance benchmark results for the Software; (h) use JNBridge's or any of its suppliers' names, logos, or trademarks to market Licensee's Works, except to state descriptively that Licensee's Work was written using the Software; or (i) otherwise reproduce, display or copy the Software. Licensee must reproduce and include the JNBridge copyright notice and any other proprietary notices that appear on the original Software on any copies made in accordance with this Agreement.

3.2. Deployment Restrictions. The Software contains Runtime Components that are necessary to deploy with the Generated Proxies used in conjunction with your Licensee's Works. Licensee agrees, however, to the following restrictions:

(a). Licensee agrees it may only distribute the Runtime Components, and no other portions of the Software, to Authorized Users. Licensee should refer to the Documentation for information about which components are part of the Runtime Components.

(b). Licensee agrees that the rights granted in Section 2.2(b) shall apply only to the Distributed Components of the Software and to no other file, library, source code or other component or derivative work of the Software. Such rights may be exercised only with respect to Licensee's Works created by Licensee using a duly licensed, properly registered copy of the Software.

(c). Regardless of any modifications that Licensee makes, and regardless of how Licensee might compile, link or package Licensee's Works, Licensee may not permit its Authorized Users to modify or further distribute the Distributed Components without the express written authorization of JNBridge.

(d). Licensee may only distribute the Distributed Components with Licensee's Works that both add primary and substantial functionality to the Distributed Components (and are not merely a set or subset of any of the Distributed Components) and that are created in accordance with the terms of this Agreement.

(e). You are not permitted to reproduce the Software for sublicensing, resale, lending, leasing, deployment or distribution to any party, including without limitation distributing the Software as part of a VAR, OEM, distributor or reseller arrangement unless you receive express written authorization from JNBridge to do so. If you integrate the Software into a Licensee's Work and intend to distribute or resell the resulting integrated Work, you must contact JNBridge to obtain the appropriate distribution license.

(f). All rights not specifically granted to you herein are retained by JNBridge.

3.3. Competitive Restrictions. You may not include the Software, or any portion thereof (including without limitation the Distributed Components), in any software development tool, library, component, or other product that is generally competitive with or a substitute for the Software or any other JNBridge product offerings; nor may you use the Software to create a product or operate a service that is generally competitive with the Software or any other JNBridge product offerings.

4. OWNERSHIP.

4.1. Licensee acknowledges that the Software is protected by US Copyright Law and international treaty and that unauthorized reproduction or distribution is subject to civil and criminal penalties. The Software is licensed, not sold, to Licensee for use solely under the terms of this Agreement. The Software, and all worldwide copyrights and other intellectual property rights therein, are and shall remain the exclusive property of JNBridge and its licensors. Except for the limited rights expressly granted under Section 2, Licensee shall have no right, title, or interest (whether by implication, estoppel, or otherwise) in or to the Software or any intellectual property rights therein. JNBridge reserves all rights (including without limitation any and all trademarks in and to the names "JNBridge" and "JNBridgePro" and the JNBridge logo) not expressly granted to Licensee.

4.2. You own the media, if any, onto which the Software is downloaded, but JNBridge retains ownership of all copies of the Software itself. You retain all ownership to those portions of the Licensee's Works that do not contain, or are not comprised of, the Software or any portion or component thereof.

4.3. Subject to section 4.4 below, you own all Generated Proxy Classes. However, you shall not, nor shall you permit any Authorized User or third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from the Generated Proxy Classes in any form.

4.4. Licensee agrees never to challenge or contest JNBridge's ownership of the Software.

5. THIRD PARTY SOFTWARE.

5.1. Included Third Party Software. The Software, including the Runtime Components, may include certain third party software distributed by JNBridge. Use of such third-party software may be conditioned upon agreement by Licensee to a separate license agreement with such third party. The terms and conditions of any such agreement are in addition to and not in lieu of the terms and conditions of this Agreement, though JNBridge warrants that any such separate license agreements shall not be subject to any additional payment by Licensee. Any support, maintenance, or update of such third party software shall be the sole responsibility of such third party AND JNBRIDGE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY THEREFOR. You should refer to the documentation, including any "readme" files provided with the Software, for specific information regarding included third party software.

5.2. Your Third Party Software. To the extent that Licensee employs any third party software not distributed by JNBridge in the generation of proxies, Licensee represents and warrants that it has obtained all rights necessary to use such third party software in the manner actually used by Licensee (including, without limitation, all rights necessary to generate proxy classes based on third party class libraries).

6. PAYMENT AND TERMS OF PAYMENT.

6.1. Payment. If Licensee elects to extend the Term of this Agreement beyond the Trial Term, and in consideration of JNBridge extending the Term of this Agreement beyond the Trial Term, Licensee will provide JNBridge with payment of JNBridge's License Fee. Upon receipt of the License Fee, the license granted hereunder will be extended, as described above, solely to the Licensed Number of Development Servers and Licensed Number of Deployment Servers to which the License Fee applies.

6.2. Terms of Payment. All payments of License Fees shall identify the Licensed Number of Development Servers and Licensed Number of Deployment Servers to which the License Fee applies and shall otherwise be made in the form and to the address set forth on the www.jnbridge.com web site. All such payments must be made in U.S. dollars. Except as may be set forth herein, all License Fees shall be non-refundable. The License Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on JNBridge's income), fees, duties, and charges. JNBridge reserves the right to change the License Fees, whether initial or for additional Development Servers or Deployment Servers, at any time prior to payment thereof.

7. LIMITED WARRANTY AND DISCLAIMER. JNBRIDGE WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DOWNLOAD FROM THE JNBRIDGE WEB SITE. UNDER NO CIRCUMSTANCES WILL THE FOREGOING LIMITED WARRANTY APPLY AS TO ANY FAILURES OF THE SOFTWARE

DISCOVERED AFTER THE NINETY (90) DAY PERIOD. LICENSEE MAY, HOWEVER, ENTER INTO A SEPARATE MAINTENANCE AND SUPPORT ARRANGEMENT WITH JNBRIDGE. THIS LIMITED WARRANTY SHALL NOT APPLY TO THE EXTENT THAT ANY FAILURE OF THE SOFTWARE RESULTS FROM ACCIDENT, ABUSE, MISAPPLICATION, MISUSE, ABNORMAL USE OR VIRUS. SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. EXCEPT FOR THE LIMITED WARRANTY CONTAINED IN THIS SECTION 7, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS" AND JNBRIDGE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JNBRIDGE, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. LICENSEE'S SOLE REMEDY, AND JNBRIDGE'S AND ITS LICENSORS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY CONTAINED IN THIS SECTION 7 SHALL BE THAT JNBRIDGE SHALL, AT ITS SOLE OPTION, (A) RETURN THE AMOUNT RECEIVED BY JNBRIDGE (IF ANY) FOR THE SOFTWARE UNDER THIS AGREEMENT, OR (B) UPON RETURN OF THE SOFTWARE TO JNBRIDGE, REPAIR OR REPLACE THE PORTION OF THE SOFTWARE THAT DOES NOT MEET THE LIMITED WARRANTY.

8. SUPPORT AND UPGRADES. JNBridge is not required under this Agreement to provide any support, software maintenance, installation, training, or other services to you. Such services, if available, must be purchased separately. If, pursuant to a separate support agreement or otherwise, JNBridge provides you with a new release, error correction, update, upgrade or other modification to the Software (each, an "**Upgrade**"), such modification will be deemed part of the Software, and subject to the terms of this Agreement, unless the Upgrade is expressly provided subject to a separate license agreement. JNBridge reserves the right at any time not to release or to discontinue release of any Software and to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Software.

9. END-USERS. There are no third party beneficiaries to this Agreement. JNBridge provides no warranty whatsoever to any third party. Licensee shall be solely responsible to its Authorized Users (or anyone else who rightfully uses or acquires Licensee's Works) for support, service, upgrades, or technical or other assistance (including with respect to any Distributed Components included therein), and such persons will have no right to contact JNBridge for any services or assistance.

10. AUDIT. No more frequently than once per 12-month period during the term of this Agreement, and upon reasonable notice and during normal business hours, JNBridge or its outside auditors will have the right to enter your premises and access your records and computer systems to verify that you have paid to JNBridge the correct amounts owed under this Agreement and determine whether the Software is being used in accordance with the terms of this Agreement. We will design such audits reasonably to minimize disruption to your business. You will provide reasonable assistance to JNBridge in connection with this provision. You agree to pay the cost of the audit if any underpayments during the period covered by the audit amount to more than five percent (5%) of the fees actually owed for that period.

11. TERMINATION AND EFFECT OF TERMINATION.

11.1. Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided

that such breach is capable of cure) within thirty (30) days after being provided with written notice thereof. In addition to the foregoing, JNBridge may terminate this Agreement immediately upon written notice to Licensee if (a) Licensee, in any manner, breaches any part of Section 2, 3, or 4 of this Agreement or (b) any audit conducted under Section 10 above shows that (i) Licensee underpaid JNBridge by 10% or more or (ii) underpaid JNBridge by 5% or more on more than one occasion. Licensee may terminate this Agreement at any time for any reason upon five (5) days written notice to JNBridge of its intent to terminate the Agreement.

11.2. Effects of Termination. Upon any termination or expiration of this Agreement: (a) any amounts owed to JNBridge under this Agreement before such termination or expiration will be immediately due and payable, unless the Agreement is terminated arising from an uncured breach by JNBridge hereunder; (b) all rights and licenses granted to Licensee in this Agreement will immediately cease to exist; and (c) Licensee must promptly discontinue all use of the Software, erase all copies of the Software from Licensee's computers, and return or destroy all copies of the Software on tangible media in Licensee's possession or control and, at the request of JNBridge, certify in writing to JNBridge that it has fully complied with these requirements. Sections 3, 4, 5, 7, 8, 9, 10, 11.2, 12, and 13 will survive termination of this Agreement for any reason.

12. INDEMNIFICATION AND LIMITATION OF REMEDIES.

12.1. By JNBridge.

(a). JNBridge shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, representatives and agents (collectively, "**Licensee Indemnitees**") from and against any third party claim or action brought against any Licensee Indemnitees to the extent that such claim or action shows that JNBridge knowingly infringed any third party copyright or trademark, or misappropriated any third party trade secret or other proprietary right; and JNBridge shall pay all settlements entered into and damages awarded against such party (including reasonable attorneys' fees) to the extent based on such claim or action. The foregoing obligations are conditioned on Licensee notifying JNBridge promptly in writing of such action, Licensee giving JNBridge sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating and, at JNBridge's request and expense, assisting in such defense.

(b). Options. If the Software becomes, or in the reasonable opinion of JNBridge's legal counsel may become, the subject of a claim of infringement, JNBridge may, at its option: (i) procure for Licensee the right to use such Software in accordance with the terms of this Agreement free of any liability; (ii) replace or modify such Software to make it non-infringing, provided that such replacement or modification remains functionally equivalent; or (iii) if neither (i) nor (ii) is commercially practicable, terminate this Agreement on at least thirty (30) calendar days' written notice to Licensee and refund Licensee any License Fees paid by Licensee for the infringing software. JNBridge shall not be liable for any costs or expenses incurred by Licensee in connection with any claim of infringement without its prior written authorization, provided that such exemption shall not apply in the event that JNBridge fails to fulfill its obligations pursuant to the above in a timely manner.

(c). Limitations. JNBridge shall have no indemnification obligations to the extent any claim is caused by (i) any unauthorized use, reproduction, or distribution of the Software by Licensee or any of its Authorized Users, (ii) the combination, operation or use of the Software with other software, hardware or equipment not furnished by JNBridge (whether

furnished by Licensee or any third party), where the Software otherwise would not itself be infringing, (iii) use of other than a current unaltered version or release of the Software, provided that such version or release had been made available to Licensee, or (iv) any modification of the Software by any person other than JNBridge or its authorized agents or contractors.

This Section 12.1 states JNBridge's entire liability and Licensee's sole and exclusive remedy for infringement or misappropriation claims and actions.

12.2. By Licensee.

(a). Licensee shall indemnify, defend, and hold harmless JNBridge and its officers, directors, employees, representatives and agents (collectively, "**JNBridge Indemnitees**") from and against any claim or action brought against, or any damage, loss or liability suffered by, any JNBridge Indemnitees, and Licensee shall pay all settlements entered into and damages awarded against any JNBridge Indemnitee(s) (including reasonable attorneys' fees), arising from or relating to: (i) any Generated Proxy Class, including without limitation any action claiming that a Generated Proxy Class infringes any copyrights or U.S. patent or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law of any jurisdiction; (ii) any breach by Licensee or an Authorized User of Section 4; (iii) the use, procurement, reproduction or distribution of Licensee's Works or the Distributed Components by you, your Authorized Users or other third parties; (iv) the any breach of Section 5.2 by Licensee; (v) any breach by Licensee of its obligations under Section 13.2. Licensee's obligations under this Section 12.2 will survive the expiration or termination of this Agreement.

(b). Licensee's obligations under this Section 12.2 are conditioned on JNBridge notifying Licensee promptly in writing of such action, JNBridge giving Licensee sole control of the defense thereof and any related settlement negotiations, and JNBridge cooperating and, at Licensee's request and expense, assisting in such defense.

12.3. LIMITATION OF REMEDIES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN NO EVENT WILL JNBRIDGE OR ITS LICENSORS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST DATA, OR INTERRUPTION OF BUSINESS), EVEN IF JNBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE LIABILITY OF JNBRIDGE EXCEED THE AMOUNT RECEIVED BY JNBRIDGE FROM LICENSEE (IF ANY) FOR THE SOFTWARE UNDER THIS AGREEMENT.

13. GENERAL PROVISIONS.

13.1. U. S. GOVERNMENT END USERS. The Software is a "commercial item" as that term is defined at FAR 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with FAR. 12.212 and DFARS 227.7202 (Jun 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

13.2. EXPORT LAW. The Software is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply

with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required. You may not directly or indirectly transfer the Software, including its Documentation, to any country if such transfer would be prohibited by applicable law, including the U.S. Export Administration Act and the regulations issued thereunder. You agree to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country.

13.3. HAZARDOUS USES. The Software is not intended for use in connection with any application requiring fail-safe performance, such as the operation of nuclear power facilities, air traffic control or navigation systems, weapons control systems, life support systems, or any other system whose failure could lead to injury, death, environmental damage or mass destruction. You agree that JNBridge will have no liability of any nature, and you are solely responsible, for any expense, loss, injury or damage incurred as a result of such use of the Software.

13.4. Governing Law; Venue and Jurisdiction. This Agreement will be governed by the laws of the State of Colorado in the United States of America, without regard to or application of conflicts of law rules or principles. The Federal and State Courts located in Denver County and/or Boulder County shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts.

13.5. Entire License; Severability. This Agreement is the complete and exclusive statement of the agreement between JNBridge and Licensee and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement, including without limitation any terms or conditions on any purchase order or similar document provided by Licensee. This Agreement shall inure only to the benefit of JNBridge, Licensee, and their valid successors and assigns. This Agreement shall not be modified except by a subsequent written amendment or exhibit executed by both parties or by their duly authorized representatives. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force.

13.6. Court Costs. In the event any proceeding or lawsuit is brought by JNBridge or Licensee in connection with this Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

13.7. Assignment. Neither this Agreement nor any rights or obligations of Licensee hereunder may be assigned by Licensee in whole or in part without the prior written approval of JNBridge, *provided, however, that* in the event of a merger or consolidation of Licensee, or if any entity purchases or otherwise acquires all, or substantially all, of the assets of that segment of Licensee's business relating to the subject matter of this Agreement, Licensee shall be able to assign this Agreement as a whole to the surviving corporation or purchasing or acquiring entity, provided that such surviving or acquiring entity first agrees in writing to be bound by the terms and conditions of this Agreement. JNBridge may assign this Agreement, and any rights or obligations of Licensee hereunder, without the consent of Licensee. Any assignment in derogation of the foregoing shall be null and void.