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"Confidential Information" means the Software and/or any information relating to or disclosed in the course of the Agreement, which is or should be reasonably understood to be confidential or proprietary to Licensor. Confidential Information shall not include information (a) already lawfully known to the Licensee, (b) disclosed in published materials without fault of Licensee, (c) generally known to the public without fault of the Licensee, (d) lawfully obtained from a third party not under any obligation to maintain the confidentiality of Licensor, (e) required by applicable law or regulations to be released, or (f) independently developed by Licensee, provided the person or persons developing the same have not had access to relevant proprietary information of Licensor. Licensee agrees that the Confidential Information of Licensor shall be held in strict confidence and shall not be used by or disclosed to third parties without the prior written consent of Licensor. Notwithstanding anything to the contrary herein, the confidentiality obligations set forth in this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Severability. The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2 Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Licensee shall not assign,

sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

7.3 Governing Law and Forum Choice. This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the State of Wisconsin if Licensee acquires the Software in the United States, without regard to that state's choice of law rules or conflict of law provisions. Any legal action brought concerning this Agreement or any dispute arising from any act or omission arising from this Agreement shall be brought only in the courts of the State of Wisconsin in the County of Milwaukee or in the federal courts located in such state and county, and both parties agree to submit to the jurisdiction of these courts.

If Licensee acquires the Software outside of the United States, the laws of the country in which Licensee acquires the Software govern this Agreement, except (a) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; (b) in Albania, Armenia, Belarus, Bosnia/Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, Ukraine, and Federal Republic of Yugoslavia, the laws of Austria govern this Agreement; (c) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the
English courts; (d) in Canada, the laws in the Province of Ontario govern this Agreement; and (e) in Puerto Rico, and the People's Republic of China, the laws of the State of New York govern this Agreement.

7.4 Export Restrictions. Licensee agrees to comply with all applicable export laws and regulations.

7.5 US Government Restricted Rights. The Software is provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the US Government or any of its agencies is subject to restrictions as set forth in FAR 52.227-14, Alternate III(g)(3), FAR 52.227-19(c), or DFARS 252.227-7013(c)(1)(ii), as applicable.

7.6 Entire Agreement. This Agreement, inclusive of the Schedules and Addenda, if any, attached hereto, constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof between Licensor and Licensee.

7.7 Modification and Waiver. No modification of this Agreement or any Schedule or Addendum and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.8 Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.9 Notice. Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Notices to Licensee shall be sent to either the address set forth in the applicable Order or to such other address as Licensee shall designate by written notice to Licensor. Notices to Licensor shall be sent to either the following address or to such other address as Licensor shall designate by written notice to Licensee: PKWARE, INC., Attn: Legal Administrator, 648 N. Plankinton Ave., Suite 220, Milwaukee, WI 53203, legal@pkware.com.

PART 2 - MAINTENANCE AND SUPPORT

Maintenance and Support will be available to Licensee if Licensee is current on all maintenance payments with Licensor and Licensee is running a currently supported version(s) of the Software. Licensor reserves the right to increase the annual maintenance fee applicable to the Software by an amount not to exceed five percent (5%) per year.

8. DEFINITIONS. For purposes of Part 2 of this Agreement:

"Business Hours" means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor's holidays) in either the United States Eastern Time Zone or the Central European Time Zone, whichever is closest in proximity to the Licensee.

"Error Condition" means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

"Maintenance Term" means, initially, the Maintenance Term identified in the Order. Upon expiration of the initial Maintenance Term, the Maintenance Term shall automatically renew for additional one (1) year periods unless terminated earlier by either party, at its option, by written notice at least sixty (60) days prior to the end of the then-current Maintenance Term. The Maintenance Term shall immediately terminate upon the termination, expiration, or cancellation of this Agreement for any reason.

"New Version" means a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

"New Release" means a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. A New Release involves only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at the discretion of the Licensor.

"Modification" means a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is delivered outside the standard announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Licensor's customers.

"Nonqualified Product" means any product not listed as compatible with Software in Licensor's promotional materials.

9. MAINTENANCE TERM

9.1 Licensor agrees to provide maintenance and support for the Latest Versions of the Software pursuant to the terms of this Part 2 during the Maintenance Term, provided the maintenance fee is fully paid and current and Licensee is also in full compliance and current with all of its other obligations under this Agreement. "Latest Versions" means versions of Software used for the fulfillment of new license orders and/or the versions for which Licensor continues to provide technical support. Latest Versions are specified in the Support section of Licensor's web site.

10. SUPPORT

10.1 Non Error Condition Support. During the Maintenance Term, Licensor shall provide support for non-Error Condition-related questions regarding the Software by e-mail, telephone, telefax or online consultation during Business Hours.

10.2 Error Condition Support. During the Maintenance Term, Licensor shall provide support for reporting and resolving Error Conditions through the standard support line during Business Hours.

10.3 Regardless of the nature of the Error Condition, Licensor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

10.4 Licensee agrees to promptly notify Licensor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Licensor, Licensee agrees to submit a listing of output and any other information that Licensor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

10.5 Licensee agrees to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Licensor from time to time for proper operation of the Software. Such items may be at an additional cost for which Licensee is financially responsible.

10.6 Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support

from Licensor. Licensor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

10.7 Exceptions. The following matters are not covered by Licensor's maintenance and support obligations hereunder: (a) problems resulting from misuse, improper use, or damage of the Software, to the extent caused by Licensee, provided that Licensee's actions were not directed by Licensor or set forth in the Documentation; (b) problems resulting from any unauthorized modification made to the Software, but only to the extent of such modification; and (c) problems resulting from any Nonqualified Product or from failure of equipment.

If Licensor provides support services for a problem caused by a Nonqualified Product, or from failure of equipment, Licensor will charge on a time and materials basis for such extra service at its then current rates for customer support services. If, in Licensor's opinion, performance of any support hereunder is made more difficult or impaired because of Nonqualified Products, Licensor shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render support hereunder. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

10.8 Licensee's Responsibilities. In connection with Licensor's provision of support hereunder, Licensee acknowledges that Licensee has the responsibility to do each of the following with respect to the Software: (a) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (b) maintain the designated computer system at a supported revision level prescribed by the Documentation for proper operation of the Software; (c) perform any tests or procedures recommended by Licensor for the purpose of identifying and/or resolving any problems submitted by Licensee for servicing under the terms of this Agreement; (d) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee; (e) at all times follow routine operator procedures as specified in the Documentation; and (f) provide all information in American English in a form discernible by Licensor.

11. MAINTENANCE

11.1 Data Format/Content Changes. If the format and/or content of raw data which is processed by the Software changes as a result of vendor changes in the operating system and sub-systems which create the data, Licensor agrees to provide for the continued compatibility of the Software. Licensor will make necessary corrections to the Latest Version(s), at Licensor's sole option. Licensor has no obligation to modify prior versions of the Software (i.e. non-Latest Versions) to run with the latest versions of operating systems, software, or hardware.

11.2 Modifications and New Releases. Provided Licensee is current on all of its obligations pursuant to the Agreement and any Schedules attached thereto, during the Maintenance Term, Licensor shall provide to Licensee at no additional charge all Modifications and New Releases to the Software, the schedule, nature, and scope of which shall be in the Licensor's sole discretion.

11.3 New Versions. Licensee may choose to license New Versions of the Software at the time of their availability under the terms and conditions of the Agreement and its attached Schedules, subject to the applicable pricing for such New Versions as set forth by Licensor in an appropriate supplement or Order executed by the parties. Licensee is under no obligation to license any such New Versions.

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End of PKWare, Inc Master License Agreement Standard Version Self Executing Edition

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Version 1.1 - 26 February 2007

PREAMBLE

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