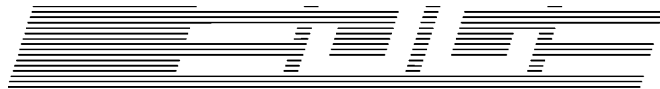




**FOR**



**EDGE INFORMATION GROUP**

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Licensee:

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Agreed and Accepted by Licensor:

\_\_\_\_\_

EDGE INFORMATION GROUP, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**3. TERM.** The Term of the License Agreement and License granted hereunder shall commence on the Effective Date set forth on the front page of this License Agreement, and will terminate either: (a) by Licensee returning or destroying all copies of the Program and Documentation and notifying Licensor in writing of such; or (b) upon Licensee's continuing failure to comply with the terms of this License

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Agreement after Licensee has been notified in writing and been given thirty (30) days to correct such default.

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**4.1** Licensee is responsible for (a) arranging any necessary import and export licenses for the Program and Documentation at Licensee's sole expense; (b) complying with all applicable laws and regulations during the course of performance of this Agreement and in related activities; and (c) advising Licensor of any new laws in any of the countries or territories of the Designated Site(s) that may affect this License Agreement.

**4.2** In the event that registration or approval of this License Agreement is required by governmental authorities under any of the laws governing the Designated Site(s), Licensee shall comply with such registration requirements and provide proof of such compliance to Licensor. Upon request by Licensor and not otherwise, Licensee will apply, as appropriate, for any necessary governmental approvals or registrations (or any extensions thereof) for use of the Program and Documentation at the Designated Site(s). All such applications shall be subject to Licensor's prior approval and shall identify the Program and Documentation as originating with Licensor. Licensor will provide on a confidential basis technical information and any other data at its disposal in support of such applications. Any filing fees for such applications and all other expenses in connection with such applications shall be borne by Licensee.

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**5.1** For a period of one (1) year after the Effective Date, as part of this License Agreement, Licensor shall, at the Licensee's request, provide Licensee with telephone and electronic mail support services ("Support"). Such Support will be provided, however, only for Programs installed and used under conditions and on operating system for which the Program was designed and approved.

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**5.3** During the initial one (1) year period after the Effective Date, and further as part of this License Agreement, Licensor provide to Licensee basic enhancements and future releases (collectively, "Updates") of the Program and Documentation, if any, at no additional charge.

**5.4** Subsequent to the initial one (1) year period after the Effective Date of this License Agreement, Licensee may upon payment of an Annual Maintenance Fee of fifteen percent (15%) of the then current license fee for the Program, continue to obtain Support and Updates from Licensor. In no case will the Annual Maintenance Fee increase at a rate greater than tenpercent (10%) per year.

**5.5** If no Annual Maintenance Fee is paid, the terms of this License Agreement will remain in effect until termination; however, no Support or Updates will be provided by Licensor.

**5.6** Additional Support or other consulting services not

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**7.5** The foregoing indemnity obligations shall be contingent upon the party seeking indemnity: (a) giving prompt written notice to the other party of any claim, demand, or action for which indemnity is sought; (b) fully cooperating in the defense or settlement of any such claim, demand, or action; and (c) obtaining the prior written agreement of the indemnifying party to any settlement or proposal of settlement, which agreement shall not unreasonably be withheld.

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**9.3** The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall: (a) use the Confidential Information only in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (b) restrict disclosure of the Confidential Information to employees, agents and subcontractors of the Recipients with a "need to know" and not disclose it to any other person or entity without prior written consent of the Disclosing Party; and (c) advise those employees, agents or subcontractors who access the Confidential Information of their obligations with respect thereto.

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**11.3** If Licensee breaches this License Agreement, Licensor shall notify Licensee of such breach and shall give Licensee thirty (30) days to remedy said breach. If, after thirty (30) days, Licensee fails to remedy said breach, Licensor may, in its discretion, effective immediately upon dispatching a properly addressed notice to Licensee and regardless of other remedies or options available hereunder or exercised by Licensor, terminate, in whole or in part, the License Agreement and any agreement then in effect for maintenance, support or other service with Licensee in connection with the Program or any Documentation, without further obligation to Licensee

**12. PAYMENTS.**

**12.1** All transportation costs associated with the delivery of the Program shall be paid and borne by Licensor. All payments shall be made by Licensee in U.S. Dollars.

**12.2** If any sums payable to the Licensor under this Agreement are in arrears for more than thirty (30) days after the due date, the Licensor reserves the right, without prejudice to any other right or remedy to:

(a) charge interest on a day to day basis from the original due date at a rate of 4% (four percent) above the Base Lending Rate in force from time to time at the principle banking institution used by Licensor; and/or

(b) suspend the provisions of support without notice.

**13. TAXES/DUTIES.** All taxes, customs, excises, fees, duties or assessments of any nature whatsoever now or hereafter levied by any governmental authority resulting from any aspect or consequence of this License Agreement or use of the Program or Documentation in association with this License Agreement shall be paid and borne by Licensee.

In the event Licensor pays any such amounts, Licensee agrees to reimburse the amounts so paid promptly upon receipt of Licensor's invoice therefor. Notwithstanding the foregoing, Licensor shall be responsible for payment of any U.S. federal or state income taxes on profits, or other state sales or gross receipt taxes imposed upon Licensor based upon this License Agreement.

**14. LICENSOR'S MARKETING.** Licensee grants Licensor the right to use Licensee's name on lists of clients who have purchased the Program and Documentation for marketing purposes.

**15. GENERAL.**

**15.1** The captions of the provisions of this License Agreement are for convenience only and shall not define or limit any of the terms or provisions hereof.

**15.2** All notices, consents and other communications provided for herein shall be made to the applicable party at its address provided for at the beginning of this License Agreement by certified or registered mail, return receipt requested or by a major traceable express delivery service. All notices will be deemed received on the fifth (5th) day after mailing.

**15.3** This License Agreement constitutes the entire agreement between the parties and cancels and supersedes all existing agreements or arrangements by and between Licensor and Licensee relating to the subject matter hereof, whether written or oral, and all such prior agreements or arrangements are hereby deemed terminated by mutual consent of the parties. Licensee acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. Any amendments to this License Agreement must be in writing, in English, and signed by the party against whom enforcement is sought.

**15.4** THIS LICENSE AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS (EXCLUDING CONFLICTS RULES) OF THE STATE OF ILLINOIS, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THAT JURISDICTION. The parties agree to exclude application of the United Nations Convention of Contracts for the International Sale of Goods (1980).

**15.5** This License Agreement is entered into in the English language. Should a translation of this Agreement into any other language be required or desired for any reason, it is understood that in all matters involving the interpretation of this License Agreement, the English text shall govern.

**15.6** In the event that a dispute arises in connection with this License Agreement, the parties shall attempt in the first

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instance to resolve the dispute through friendly consultations. If the dispute is not resolved through friendly consultations within sixty (60) days after commencement of such consultations, as identified by written notice, the dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be held before a three (3) member arbitral tribunal in Chicago, Illinois, and shall be conducted in the English language. This arbitral tribunal shall apply the substantive laws set forth in paragraph above. Licensee expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is a political subdivision, agency or instrumentality of a sovereign state. Any award of such arbitration tribunal shall be final and binding upon the parties to this License Agreement and shall not be attacked by either party in any court of law and shall be enforced in any court having jurisdiction pursuant to the terms of the United Nation's "Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958".

**15.7** If any provision of this License Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be modified to reflect the fullest legal and enforceable expression of the intent of the parties and the remainder of this License Agreement shall not be affected thereby.

**15.8** Licensor shall not be liable for delays in shipment or default in delivery for any reasons of force majeure or any cause beyond Licensor's reasonable control including, but not limited to, government action, shortage of labor, raw material, production or transportation facilities, unavailability of Products from Licensor's suppliers, labor difficulty involving employees of Licensor or others, fire, flood or other casualty. Acceptance by Licensee of any Products shall constitute a waiver by Licensee of any claim for damages on account of any delay in delivery of such Products.

**15.9** The tolerance or sufferance of a breach or default under this License Agreement shall not be considered to be a waiver of any rights in connection with any breach or default.

**15.10** The prevailing party shall be entitled to recover any fees of counsel, costs or ancillary fees or expenses incurred in enforcing this License Agreement.

**15.11** The relationship between the parties hereto is that of independent contractors. This License Agreement shall not be construed as creating an employee/employer, agency or joint venture relationship between the parties.

**SCHEDULE A:  
DESIGNATED SITES**

**Site 1**

**Basic z Distributed z**

Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State/Zip/Country: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Site 2**

**Basic z Distributed z (check one)**

Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State/Zip/Country: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Site 3**

**Basic z Distributed z (check one)**

Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State/Zip/Country: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_