

# CA GovernanceMinder

## Release Notes

12.6.00



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## CA Technologies Product References

This document references the following CA Technologies products:

- CA GovernanceMinder
- CA IdentityMinder
- CA SiteMinder
- CA User Activity Reporting Module
- Unicenter Service Desk

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# Chapter 1: Welcome

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Welcome to CA GovernanceMinder 12.6. This guide describes new enhancements, changes to existing features, operating system support, system requirements, documentation information, installation and general considerations, published solutions, and known issues for CA GovernanceMinder.

To simplify terminology, we refer to the product as CA GovernanceMinder throughout this guide.



# Chapter 2: New and Changed Features

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This section contains the following topics:

[New Supported Platforms](#) (see page 11)

[Simplified Certification Setup](#) (see page 11)

[New User Interface for Certifications](#) (see page 12)

[Default Certification Behavior](#) (see page 12)

[Certification for Privileged Accounts](#) (see page 12)

[New Compliance Officer Default Role](#) (see page 13)

[New Reporting Solution](#) (see page 13)

[Customized Field Mapping to Resources and Roles](#) (see page 13)

[CA IAM Connector Server has New User Interface and Installs by Default](#) (see page 13)

## New Supported Platforms

CA GovernanceMinder now supports the following additional platforms, applications, and connectors:

- IBM WebSphere 7.0 on Red Hat Enterprise Linux 6.2 64 bit

For a complete list of supported platforms, see the [Platform Support Matrix](#) available at CA Technologies Support Online.

## Simplified Certification Setup

Certification Campaigns are now referred to as Certifications and have been greatly simplified in this release. The process for setting up certification has been divided into two steps. All of the technical choices are now done in the template wizard, and the business choices are done in the certification wizard.

The roles responsible for each part of the process are as follows:

- System Administrator—defines a set of certification templates by using the Certification Template wizard. This wizard is similar to the former certification campaign screens and it allows the Administrator to provide required settings and information for certification.

**Note:** For more information on the Certification Template wizard, see the *Administration Guide*.

- Compliance Officer—starts a certification that is based on available templates in the system. This new Certification wizard provides an easy method for Compliance Officers to start certifications in their organization. Also, you can now filter certifications based on secondary entities within the product.

**Note:** For more information on starting a certification, see the Online Help.

## New User Interface for Certifications

The Certification screens have been updated to simplify and enhance the certification process for business users and managers.

**Note:** For more information, see the Online Help.

## Default Certification Behavior

In previous releases of the product, certification campaign workflow processes were comprised of a two-step approval process. Now, any changes you make during certification are done in model, without a second approval phase.

If you want to add a second approval step to a certification workflow, add a second certification node to your workflow process. Do *not* use the legacy approval node. Use the approval node *only* for backward compatibility.

## Certification for Privileged Accounts

You can now perform certification on privileged accounts imported from CA ControlMinder. The product now includes a CA ControlMinder (Shared Accounts) connector for importing data, and a new type of certification for user-account information.

The CA ControlMinder connector must be the only connector in the universe.

**Note:** For more information, see the *Administration Guide*.

## New Compliance Officer Default Role

The product now contains a default Compliance Officer role. This role allows the user to access Compliance Management, Business Policy Rules, Reporting, and other essential functionality that is necessary for the compliance officer.

**Note:** For more information on how to add this role to a user, see the *Configuration Guide*.

## New Reporting Solution

You can provide reports to share information about role-based access control and compliance activities in the product. CA GovernanceMinder now integrates with CA Business Intelligence 3.3 as the reporting engine.

Also, you can now create custom reports using CA Business Intelligence, and view them in the product.

**Note:** For more information about reporting, see the *Administration Guide*.

## Customized Field Mapping to Resources and Roles

When integrating with the CA IAM Connector Server only, the product now supports changes to the default attribute mappings for the roles and resources.

## CA IAM Connector Server has New User Interface and Installs by Default

The CA IAM Connector Server (CA IAM CS, formerly known as the Standalone JCS) has a new user interface and installs by default. Also, you no longer have to configure a connection to the CA IAM Connector Server after installation.



# Chapter 3: Install and Upgrade Considerations

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This section contains the following topics:

[Prevent Deadlocks After Upgrading a Microsoft SQL Environment](#) (see page 15)

[Use Current JCS Password When Upgrading](#) (see page 16)

[Upgrading CA GovernanceMinder on JBoss 4.2.2](#) (see page 16)

[CA GovernanceMinder with IPv6](#) (see page 16)

## Prevent Deadlocks After Upgrading a Microsoft SQL Environment

When upgrading from CA GovernanceMinder 12.5 SP7 or an earlier release and using a Microsoft SQL database, if you make many updates at once, deadlock exceptions can occur. To improve performance while making many updates, run the following query on the SQL database while the CA GovernanceMinder server is down:

```
ALTER DATABASE eurekify_sdb
        SET READ_COMMITTED_SNAPSHOT ON;
GO
ALTER DATABASE eurekify_sdb
        SET ALLOW_SNAPSHOT_ISOLATION ON;
GO
```

When running the script on an existing database, it can take a very long time. If possible, we recommend the following procedure:

1. Stop the CA GovernanceMinder server.
2. Restart the Microsoft SQL service.
3. Run the query above.
4. Start the CA GovernanceMinder server.

**Note:** This query is done during installation for CA GovernanceMinder 12.6 and later.

## Use Current JCS Password When Upgrading

If you have a Java Connector Serve (JCS) installed in your current environment and you upgrade to this release, provide the same password for the new CA IAM Connector Server during installation as your current JCS password.

If you provide a different password during installation, update the existing JCS connectors with that password before you run them.

## Upgrading CA GovernanceMinder on JBoss 4.2.2

The CA GovernanceMinder installer currently installs on JBoss 5.1.0.

During a CA GovernanceMinder upgrade running on a JBoss 4.2.2, the CA GovernanceMinder installer upgrades the application server to JBoss 5.1.0.

During this process, when the previous JBoss version is located, it is renamed to `eurikify_jboss_backup`.

As a result of the CA GovernanceMinder installer upgrade, all JBoss customizations must be reapplied for the JBoss 5.1.0 configuration.

For example:

- `Web.xml` — Manual editing of the `web.xml` file (to work with JMS, and so on) must be reapplied for the JBoss 5.1.0 folder.
- `Server.xml` file — The JBoss port number located in the `server.xml` file must be reapplied if different from the default port setting.

**Note:** We recommend that you create a backup JBoss configuration file for reference.

## CA GovernanceMinder with IPv6

Internet Protocol version 6 (IPv6) is a new version of the Internet Protocol that supports 128-bit addresses.

Not all components of CA GovernanceMinder accept the extended IP addresses specified by IPv6. To implement CA GovernanceMinder in an environment that uses IPv6 addresses, use host names instead of explicit IP addresses.

Servers can be mapped to host names in the following two ways:

- On the DNS in the operating environment
- In the hosts file on each CA GovernanceMinder system



# Chapter 4: Known Issues

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This section describes known functional or performance issues for this release.

This section contains the following topics:

[Export Fails when Removing a Nested Provisioning Role in CA IdentityMinder](#) (see page 17)  
[Data Warehouse Issues when using Two Universes](#) (see page 18)  
[Entitlement Quality Report Performance Issues](#) (see page 18)  
[Some Text in Reports Not Localized](#) (see page 18)  
[Issue with Saving Reports in InfoView](#) (see page 18)  
[Disabling IPv4 on Windows 2008](#) (see page 19)  
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[Internet Explorer 8.0: Default Security Options May Affect Display](#) (see page 24)  
[Wrong Error Code When SBT File Fails to Run](#) (see page 25)

## Export Fails when Removing a Nested Provisioning Role in CA IdentityMinder

When you integrate CA GovernanceMinder with CA IdentityMinder, and you try to remove a child provisioning role from a parent provisioning role in CA GovernanceMinder, the export to CA IdentityMinder fails.

**Note:** This issue is resolved in CA IdentityMinder 12.6.1.

## Data Warehouse Issues when using Two Universes

**Symptom:**

When I have different business policy rules (BPRs) in two separate universes, and the ETL process for both universes is running at the same time, the data in the database may be switched between universes.

**Solution:**

To work around this issue, run separate ETL processes for each universe at different times.

## Entitlement Quality Report Performance Issues

Performance issues occur when running the Entitlement Quality report with a Microsoft SQL database. The report may take more than an hour to run.

## Some Text in Reports Not Localized

**Symptom:**

Some text in the default reports appear in English when viewing the reports in other languages.

**Solution:**

Customize the reports and edit the text that appears in English.

## Issue with Saving Reports in InfoView

**Symptom:**

When I log in to InfoView by going to Reports, Manage Reports, and I try to save a report, the system does not allow me to save.

**Solution:**

To work around this issue, start a new browser session before going to Manage Reports and logging in to InfoView.

## Disabling IPv4 on Windows 2008

If you remove the IPv4 stack from Windows 2008 by using "netsh interface ipv4 uninstall", the CA GovernanceMinder installer fails to connect to the database.

### **Workaround**

Disable IPv4 by clearing the IPv4 layer check box in the network properties page.

## BPR Fails When Assigning Roles During Violation Check

### **Symptom:**

When I assign roles to a user while a Business Policy Rule (BPR) is running and checking for violations, the initial run is successful. When I repeat this action a second time, an exception occurs in the application server console, and no violation is returned.

### **Solution:**

Clear the Portal browser cache before running the next BPR.

## Client Tools Connector Configuration Files Removed During Upgrade

### **Symptom:**

After I upgrade CA GovernanceMinder and run the migrated connector, the connector does not point to the specific endpoint and generates a log error.

### **Solution:**

During the upgrade process, when you uninstall the Client Tools, you remove the connector configuration files. Before you start the CA GovernanceMinder upgrade process, backup the connector configuration files. After the upgrade is complete, reapply the backed-up connector configuration files.

The default connector configuration files are located in the following folder:

RCM\_install\Program Files\CA\RCM\Client Tools\Software\Converters\CA\conf

## Internet Explorer 7: Zoom Level Can Affect User Interface Component Appearance

When using Internet Explorer 7 browser, and zooming greater than 100 percent zoom level, CA GovernanceMinder UI components can appear distorted but are fully functional.

## Degraded Performance on a JBoss Cluster

### Symptom:

After an extended period of time, degraded user interface performance and high CPU usage results when using CA GovernanceMinder configured on a JBoss cluster.

### Solution:

Edit the vfs.xml file on one JBoss node.

### Follow these steps:

1. Stop all JBoss nodes.
2. Delete the tmp, temp, and work folders in the following location on all nodes:  
JBoss Cluster Home\server\all
3. Locate the vfs.xml file in the following folder:  
JBoss\_cluster\server\all\conf\bootstrap
4. In the last entry under the map tag, add the following lines:  

```
<entry>
  <key>${jboss.server.home.url}farm</key>
  <value><inject bean="VfsNamesExceptionHandler"/></value>
</entry>
```
5. Save the vfs.xml file and copy it to all other nodes in the cluster.
6. Restart all JBoss nodes.

## Change Default Hostname on Linux Cluster

### Symptom:

I am trying to deploy CA GovernanceMinder on a JBoss cluster on Linux and the cluster is not working.

### Solution:

The Linux installer adds the hostname to the `/etc/hosts` file pointing to the localhost address (127.0.0.1) by default. Modify the `/etc/hosts` file and remove the hostname from the localhost address.

For example,

```
127.0.0.1          RCM-Server localhost.localdomain localhost
```

changes to:

```
127.0.0.1          localhost.localdomain localhost
```

## Some Endpoint Data not Synchronized after CA GovernanceMinder Export

In some cases, when removing links between non-user entities in CA GovernanceMinder (such as between nested roles or a role and a resource), the change is exported to CA IdentityMinder, but CA IdentityMinder does not synchronize those changes with the endpoint. Therefore, CA GovernanceMinder thinks that some user privileges have been removed, but in CA IdentityMinder, these user privileges still exist.

### Workaround

In CA IdentityMinder, manually synchronize the endpoint after completing an export from CA GovernanceMinder.

## Accessing a New Role

Because approval of a new role is a manual process dependent on the approvers, it may take time for the new role to be added to the configuration. If you try to access a newly added role before it is approved and added to the configuration, you get an Entity not found error.

## Renaming a Role that Represents a Provisioning Role is not Supported

In CA GovernanceMinder Client Tools, there are places where you can rename a role. However, exporting a rename operation to CA IdentityMinder does not work, and renaming of a provisioning role is not supported.

## Continuous Updates Not Supported for Explore and Correlate

Continuous Updates from CA IdentityMinder to CA GovernanceMinder for the Explore and Correlation functionality is *not* supported.

If you Explore and Correlate an endpoint, do an import after the Explore and Correlate completes to add the new or updated endpoint data to CA GovernanceMinder.

## Filtering Limitation When Importing from CA IdentityMinder

When importing from CA IdentityMinder, CA GovernanceMinder does not support filtering users by organization or retrieving user organization membership information from an LDAP user store.

## CA User Activity Reporting Module Integration: Increase File Handles

To successfully integrate CA GovernanceMinder with CA User Activity Reporting Module, you must increase file handles on the CA User Activity Reporting Module server.

### To increase the file handles

1. On the CA User Activity Reporting Module server, navigate to the following location:  
`/etc/security/`
2. Edit the `limits.conf` file. Look for the following `caelmservice` settings:
  - `caelmservice soft nofile 4096`
  - `caelmservice hard nofile 4096`
3. Change both `caelmservice` settings to 8192.

## Using Secured Active Directory as a User Store for CA IdentityMinder Requires a Certificate in CA GovernanceMinder

### Symptom:

When integrating CA GovernanceMinder with CA IdentityMinder using Active Directory (with SSL enabled) as a user store, the import feature fails.

### Solution:

To work around this issue, do the following:

1. Configure CA GovernanceMinder for SSL.

**Note:** For more information about configuring CA GovernanceMinder with SSL, see the **Installation Guide**.

2. If your certificate is not published by CA (Certificate Authority), perform the following steps:
  - a. Import a certificate into a keystore in the default JDK JRE security directory.
  - b. Reference the keystore in either the batchImport.properties file or the eurekify.bat file by adding JRE arguments, such as the following:

```
-Djavax.net.ssl.keyStore="C:/Program  
Files/Java/jdk1.6.0_21/jre/lib/security/storename"  
-Djavax.net.ssl.keyStorePassword=changeit -  
Djavax.net.ssl.trustStore="C:/Program  
Files/Java/jdk1.6.0_21/jre/lib/security/storename"
```

## Multi-valued Attribute Changes not Supported in Export

Multi-valued attribute changes made in CA GovernanceMinder cannot be exported to CA IdentityMinder. Multi-valued attributes are supported in import, but not in export.

## Unsupported Characters in Role Names that Correspond to CA IdentityMinder Roles or Account Templates

When integrating CA GovernanceMinder and CA IdentityMinder, CA GovernanceMinder role names for roles that correspond to provisioning roles or account templates in CA IdentityMinder cannot contain the following characters:

- asterisk (\*)
- comma (,)
- semicolon (;)

- forward slash (/)
- backslash (\)

## Error When Opening a BPR File From the Audit Card

### Symptom:

I receive the following error message when I try to open a BPR file (created in the portal) by right clicking on an alert and selecting the View or Edit BPR rule options:

The File is Not a Valid Business Policy Rules File

### Solution:

Open the BPR file using the File, Open menu options.

## Internet Explorer 8.0: Default Security Options May Affect Display

### Symptom:

The default security settings in Internet Explorer 8.0 browsers may cause issues with search screens that are displayed as pop-up windows in CA GovernanceMinder.

### Solution:

1. Open Tools, Internet Options from an Internet Explorer 8.0 browser.
2. Select the Security tab.
3. Select the Local Internet, then select Custom Level.  
A Settings window opens.
4. Select Enable under Scripting, Active Scripting.
5. Click OK.
6. Restart the browser for changes to take effect.

You can view pop-up search screens correctly.



## Wrong Error Code When SBT File Fails to Run

**Symptom:**

When my SBT file fails to run, the error level returned is zero.

**Solution:**

Run the SBT file with a /w flag, for example, use the following format:

```
start batch_file.sbt /w
```



# **Appendix A: Third-party Software Licenses**

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[Workpoint 3.4.2 - P005](#) (see page 163)  
[Wsd4j](#) (see page 163)  
[XFire v.1.2.6](#) (see page 167)  
[XML Pull Parser 3 \(XPP3\) 1.1.4c](#) (see page 168)  
[XPP3 1.1.1](#) (see page 169)

[XPP3 1.1.4c](#) (see page 171)

[XStream](#) (see page 172)

[XWSS 1.3.1](#) (see page 173)

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- acegi-security 1.0.3

This product includes software developed by the Acegi Security System for Spring Project (<http://acegisecurity.org>).

- ActiveMQ 5.1.0
- ActiveMQ 5.3.2
- ActiveMQ 5.4.2
- Ant 1.6.5
- Axis 1.4
- Axis v.1.4
- Batik 1.7
- Camel 1.3.0
- cglib 2.1.3
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- Commons CLI v.1.2
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- Commons Collections 3.2
- Commons Discovery 0.2
- Commons httpclient 3.1
- Commons IO 1.3.1
- Commons IO 2.1
- Commons Lang 2.1
- Commons Lang 2.3
- Commons Launcher 1.1

- Commons Logging 1.1
- Commons Logging 1.1.1
- Commons Pool 1.4
- Ehcache 1.5
- Ehcache-core 1.5
- Ehcache core 2.0.0
- FOP (Formatting Objects Processor) 1.0
- Geronimo 1.0
- Hazelcast 1.9.2.1
- Hazelcast 1.9.3.4
- Jackson 1.5.2
- Jackson 1.6.7
- JAX-RPC 1.1
- Jettison 1.1
- Jettison 1.3.1
- Joda Time 1.4
- Joda Time 1.6
- Joda Time 1.6.2
- json-simple 1.1.1
- jsr107Cache 1.1
- Log4j 1.2.15
- LogKit 1.0.1
- Lucene Java 2.3.1
- Lucene-highlighter 2.2.0
- MyFaces 1.1.4
- not-yet-commons-ssl 0.3.11
- OpenCSV 1.8
- OpenCSV 2.2
- OpenSAML 1.0.1
- OpenSAML 2.4.1
- ORO 2.0.8
- spring framework 1.2.9

- Spring Framework 2.0.3
- Spring Framework 2.0.3.RELEASE
- Spring Security v.3.0.7RELEASE
- SpringSource SpringFramework v.3.0.6
- stAX API 1.0.1
- StAX 1.2
- Velocity 1.5
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- Wicket 1.4.18
- Wicket 1.4.19
- Wicketstuff-objectautocomplete 1.4.19
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- Xerces-J 2.7.1
- xmlgraphics-commons 1.4
- XML APIs 1.0b2
- xml-apis 1.0.b2
- XMLBeans 2.2.0
- XMLBeans 2.4.0
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OEM PRODUCT LICENSE AGREEMENT THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007 (the "Effective Date"), between Workpoint LLC., a Nebraska limited liability company having its principal offices at 407 North 117th Street, Omaha, Nebraska 68154 U.S.A. ("Workpoint") and Eurekaify, LTD., an Israel corporation with its principal offices at 8 Hasadna Street, Raanana, Israel 43651 ("Customer").

1. DEFINITIONS. a. Base Product. "Base Product" means the machine-readable object code version of the software programs and related documentation listed in Exhibit A under "Workpoint Base Product," including any corrections, "bug-fixes," upgrades, Releases and New Versions that Workpoint shall provide to Customer pursuant to Section 3(e) hereof and all relevant Documentation thereto. b. Customer's Software Applications. "Customer's Software Applications" means the object code version of the software programs and related documentation listed in Exhibit A under "Customer's Software Applications," including all corrections, enhancements, upgrades and new versions. Customer's Software Applications may contain applications owned by other licensors. c. Documentation. "Documentation" means any documentation, information, directions, explanations, or other written material concerning the Base Product, including without limitation, English version of the technical and system documentation and training materials provided in hard or electronic copy, all installation instructions and a detailed description of software functionality and features, standard administration, development and tutorial manuals, periodic supplements regarding any provided corrections or "bug-fixes", a detailed description of the new functionality and features of any provided Release and, for a New Version, a description of all changes from the previous version. d. End-User. "End-User" means any third party who licenses the Value Added Package from Customer or from Resellers for use in the regular course of such third party's business and not for resale. e. New Version. "New Version" means any major enhancement, improvement or new version of the Base Product, and related documentation, that is not a mere correction or "bug-fix" to the Base Product released as part of Maintenance defined in Section 3(d), that Workpoint may make available from time to time as may be described in Section 3(e). New Versions are generally designated as a "left of dot release" (e.g. 2.0, 3.0 are New Versions). f. Open Source Software. "Open Source Software" means the machine-readable object code version of the software listed in Exhibit B. g. Open Source Technology. "Open Source Technology" means any technology from the open source community, including without limitation, any software that requires, as a condition of use, modification and/or distribution of such software, that other software incorporated into, derived from or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. h. Release. "Release" means any enhancements or improvement to the Base Product and related documentation that is not a mere correction or "bug-fix" to the Base Product released as part of Maintenance defined in Section 3(d), that Workpoint may make available from time to time as may be described in Section 3(e) and that Workpoint does not sell as a new product. Releases are generally designated as a "right of dot release" (e.g. 2.1, 2.2 are Releases). i. Resellers. "Resellers" means third parties that Customer has granted a license to resell and/or distribute the Value Added Package either as a stand alone product or bundled, incorporated or integrated together with a separate product or services. Customer's Resellers are listed on Exhibit E to this Agreement, and Customer will provide Workpoint with any added or deleted Resellers and Exhibit E shall be revised accordingly. j. Territory. "Territory" means the entire world. k. Value Added Package. "Value Added Package" means Customer's Software Applications set forth on Exhibit A, including all corrections, enhancements, upgrades and new versions, which incorporate, bundle or are integrated with the Base Product and add substantial functional value to the Base Product, as described in Exhibit A.

2. SCOPE OF RIGHTS. a. Grant of License. Subject to this Agreement, Workpoint hereby grants to Customer, and Customer hereby accepts from Workpoint, a non-exclusive and non-transferable (with the exception of transfers of the Value Added Package to Resellers), worldwide, limited right to (i) use and reproduce the Base Product solely for the purpose of integrating the Base Product into the Value Added Package (the "Development License"), (ii) perform its maintenance and support obligations to End-Users and, (iii) promote, market and sublicense the Base Product solely as part of or for use in conjunction with the Value Added Package to End-Users throughout the Territory, including without limitation by using or embedding part or all of the Documentation with other documentation created and/or provided to End Users or Resellers by Customer and copying the Documentation as much as Customer requires (the "Distribution License"). b. Open Source Software. Customer acknowledges that the Base Product contains the Open Source Software. Customer and Workpoint expressly agree that the terms and conditions of Customer's right to use the Open Source Software are exclusively set forth in the license agreements included with or displayed by such software and, except as set forth in this Section 2(b), such software is not governed by this Agreement. Workpoint hereby represents and warrants to Customer that, other than the Open Source Software, the Base Product does not use any Open Source Technology. Workpoint shall notify Customer upon Workpoint adding any modules to the Base Product that contain Open Source Technology that is not Open Source Software. c. Limitation of Use of Base Product. Customer agrees that it shall not use the Base Product to provide workflow, business process management, or any other services derived directly from the Base Product (whether remote access, batch or otherwise) to any third party or internally, nor to perform outsourcing services; d. Escrow Provisions. Workpoint shall, at Customer's expense, maintain the source code for the current and prior Release of the Base Product in escrow at Iron Mountain Intellectual Property Management, Inc. in Norcross, Georgia, U.S.A. Workpoint may change the escrow agent at any time during the term of this Agreement and shall promptly notify Customer in writing of any such change. Customer shall be entitled to receive the source code for the Base Product during the Term of this Agreement only if (i) Workpoint ceases to fulfill its maintenance and support obligations with respect to the Base Product in accordance with this Agreement and (ii) Workpoint's business or part thereof affecting said maintenance and support obligations is not assumed by any successor or assignee of Workpoint.

3. WORKPOINT'S OBLIGATIONS. a. Delivery. Upon the Effective Date of this Agreement, Workpoint will deliver to Customer one (1) copy of the Base Product (the "Master Copy"), in object code form, either electronically, personally or by delivery to a common carrier. Risk of loss will pass to Customer upon receipt of such electronic transmission (Customer will provide Workpoint notice upon receipt and if no notice is provided, the parties agree that receipt by Customer has been acknowledged), personal delivery or delivery by common carrier. b. Training. Workpoint will provide Customer a total of two (2) days of web-based training, to be completed within thirty (30) days after the Effective Date, at no additional charge for the Base Product obtained by Customer, including technical development training, systems administration training and end-user training to enable Customer to (i) integrate the Base Product with Customer's Software Applications into the Value Added Package, (ii) offer front-line support to End-Users and (iii) train End-Users in the use of the Value Added Package. Customer will reimburse Workpoint for its reasonable travel expenses if the training is to be provided at Customer's request at a location designated by Customer. At Customer's request, additional training and services will be provided at Workpoint's then-current rates. c. Documentation. Workpoint will provide to Customer, at no additional charge, one (1) copy of the Documentation. Such Documentation shall be provided to Customer in electronic format. At Customer's request, Workpoint shall provide additional hard copy copies of any of the Documentation at Workpoint's then current rates. d. Base Product Support Services. ( i) At the fees set forth in Section 5(c), Workpoint will maintain the current and immediately preceding Release of the Base Product, and for six (6) months following the general release of the current Release, Workpoint will also maintain the Release that is two (2) Releases prior to such current Release (collectively, the "Supported Releases"). Workpoint will provide the support services described in this Section for the Base Product at the level and in accordance with the terms and conditions set forth in Exhibit D, which includes: (i) all standard corrections and "bug-fixes" and the standard installation thereof, (ii) access to up-to-date technical information and on-line support through Workpoint's electronic bulletin board, and (iii) provide Customer with commercially reasonable back-up support to help resolve problems that Customer or its End-Users may encounter with the Base Product. Workpoint will offer such support (24 hours per day, 7 days per week), by telephone or other electronic communication. Notwithstanding anything to the contrary herein, Customer will reimburse Workpoint for its reasonable travel expenses if any support is to be provided at Customer's request at a location designated by Customer and such expenses shall be approved in advance by Customer and the underlying problem/error is not related to the Supported Releases. If Workpoint provides any support to Customer on-site at a location designated by Customer which turns out to be for a problem which is not related to the Supported Releases, then Customer will reimburse Workpoint for such on-site support and reasonable expenses incurred for any such support services at Workpoint's then-current rates. (ii) With respect to the Development License set forth in Section 2(a), Workpoint will provide and Customer will accept product support services for an initial term of five (5) years ("Development Initial Term"). Upon expiration of the Development Initial Term, such support will automatically renew for one (1) year periods unless terminated by either party upon one hundred eighty (180) days written notice prior to the commencement of such renewal period. The rate for such renewal period is set forth in Section 5(c)(i), subject to adjustments as set forth therein, as a renewal rate. (iii) With respect to the Distribution License set forth in Section 2(a), Workpoint will provide and Customer will accept



product support services for an initial term of five (5) years (the “Distribution Initial Term”). Upon expiration of the Distribution Initial Term, such support will automatically renew for one (1) year periods unless terminated by either party upon one hundred eighty (180) days written notice prior to the commencement of such renewal period. The rate for such renewal period is set forth in Section 5(c)(ii), subject to adjustments as set forth therein, as a renewal rate. e. Releases and New Versions. Workpoint agrees that during the Term of this Agreement, Workpoint will provide Customer with all Releases and New Versions at the fees set forth in Section 5(c), provided Customer is current in paying both undisputed Development License Product Support Fees and the undisputed Distribution License Product Support Fees (as such terms are defined in Section 5 below) at the time such Releases and New Versions are made generally commercially available. Releases and new versions will have a minimum release life of twenty-four (24) months. Additionally, Workpoint will deliver each Release or New Version to Customer in object code form, together with sufficient explanatory materials to enable Customer to integrate it with Customer’s Software Applications. In the event Customer is not current in making such undisputed payments, Workpoint shall notify Customer of the release of such Releases and/or New Versions, promptly following such release and if Customer becomes current in making such undisputed payments thereafter, Workpoint shall deliver each Release or New Version to Customer as set forth above. Releases and New Versions shall be released at the sole discretion of Workpoint. In no event shall Customer be entitled to a certain minimum of Releases or New Versions.

4. CUSTOMER'S RIGHTS AND OBLIGATIONS. a. Use. Customer will use the Master Copy to (i) reproduce the Base Product for licensing to End-Users as part of the Value Added Package, (ii) conduct demonstrations of the Value Added Package, (iii) provide maintenance and support services to End-Users, (iv) provide demonstration copies to Resellers, (v) provide trial copies to End Users for up to a maximum of 90 days, and (vi) as otherwise permitted under this Agreement. b. Bundling. Customer will license the Base Product solely as part of a bundled or integrated solution with Customer's Software Applications or enhancements thereof. Customer will not license or otherwise distribute the Base Product on a stand-alone basis or with software programs other than Customer's Software Applications. c. Reverse Engineering. Customer, its End-Users and Resellers are expressly prohibited from disassembling, decompiling or otherwise reverse engineering any portion of the Base Product for any purpose, except to the extent permitted by law. Customer may use such Base Product and the related documentation only for the purposes set forth in Section 2(a) and in no event for purposes of developing software products that are competitive with the Base Product. d. Designations. Customer will affix Workpoint's copyright notice to each copy of the Documentation and Base Product it distributes to End-Users and Resellers as part of the Value Added Package. e. Literature. Customer may adapt, translate, reproduce and distribute the promotional literature and Documentation or portion thereof that Workpoint makes available for the Base Product, but only for the internal use of Customer or for its End-Users or Reseller as Customer deems appropriate or necessary. However, any such disclosure to an End-User or Reseller must include the standard confidentiality notation Workpoint affixed to such Documentation or portion thereof. f. Sublicense Agreement. Customer will take commercially reasonable steps necessary to protect Workpoint's proprietary rights in the Base Product and to ensure that each copy of the Base Product integrated into the Value Added Package distributed by Customer will be delivered only pursuant to a license agreement containing substantially similar terms and conditions to those set forth in Exhibit C to this Agreement (including limiting the End-User to using the Base Product as part of the Value Added Package and not as part of any other item, software, solution or application) (the "Sublicense Agreement"). Customer may modify or replace the Sublicense Agreement at any time, in whole or in part, provided no modification or replacement will diminish protection of Workpoint's confidential or intellectual property rights or increase Workpoint's potential liability, or if it attains Workpoint's prior written consent. g. Services. Customer will provide End-Users with maintenance and support services for the Value Added Package in accordance with Exhibit D. Workpoint shall not be obligated to provide maintenance and support services directly to Customer's End-Users other than as specifically set forth in Exhibit D. h. Prices. Customer will establish, at its sole discretion, the prices or fees that Customer may charge for the Value Added Package and related services. Customer may offer discounts against such prices and fees according to Customer's then-current standard policies. i. Records and Reports. During the term of this Agreement, Customer will maintain accurate records of its activities under this Agreement, including (i) a current list of all End-Users and (ii) copies of all Sublicense Agreements executed with End-Users. Within thirty (30) days after the end of each quarter, Customer will provide Workpoint with a report (the "Quarterly Report") that shows the actual orders shipped to customers, including the customers' names, for the Value Added Package obtained during the quarter then-ended. Failure to provide a timely Quarterly Report will be considered a material breach of this Agreement. j. Enforcement. If Customer learns that any End-User has materially breached the Sublicense Agreement, Customer will use

commercially reasonable efforts to effectively enforce against such End Users within the Territory the provisions of such Sublicense Agreement to the extent that it affects Workpoint's rights or interests. If Customer learns that any End-User has breached any such provision of a Sublicense Agreement, Customer will immediately notify Workpoint and take, at Customer's reasonable expense, commercially reasonable steps that may be available to enforce such Sublicense Agreement, including availing itself of actions for seizure or injunctive relief. If Customer fails to take these steps in a timely and adequate manner, Customer will provide such assistance to Workpoint as it requests in enforcing such Sublicense Agreement and will reimburse Workpoint for any reasonable costs that it incurs in enforcing such Sublicense Agreement.

5. FEES AND PAYMENTS. a. License Commitment. During the Term (defined in Section 12(a) hereof), Customer hereby commits to license a minimum total of fifty (50) licenses of the Base Product for distribution to End Users of the Value Added Package for the fees described in Section 5(c) below. Customer's commitment to such licenses during the Term shall be as follows: (i) the cumulative license commitment for the first year shall be eight (8) licenses, (ii) the cumulative license commitment for the second year, which includes all licenses previously granted, shall be twenty-five (25) licenses, and (iii) the cumulative license commitment for the third year, which includes all licenses previously granted, shall be fifty (50) licenses; (individually referred to as the "Cumulative License Commitment"). b. Development License Fee. Workpoint shall invoice and Customer agrees to pay a one time, non-recurring development license fee (the "Development License Fee") in respect of the license to the Base Product granted under this Agreement, upon execution of this Agreement, as follows: Base Product Development License Fee: \$ 50,000 Discount \$ 35,000 ----- TOTAL Development License Fee: \$ 15,000 c. License Fees. In addition to the Development License Fee, the license fees (the "Distribution License Fees") with respect to each license distributed to an End-User are US Five thousand dollars (\$5,000) for each license. Customer agrees to pay the Distribution License Fees for each license distributed to an End User based on each Quarterly Report submitted by Customer no later than forty-five (45) days after quarter's end. Should the number of licenses distributed by Customer to End-Users in any year be less than the applicable Cumulative License Commitment, Workpoint will invoice at the end of such year and Customer agrees to pay the Distribution License Fees for any shortfall for the number of licenses needed to meet such Cumulative License Commitment. Any such payment by Customer for a Cumulative License Commitment shortfall will count toward the Cumulative License Commitment for subsequent years and Customer shall be entitled to offset any such shortfall payment against future licenses to the extent those licenses are in excess of the Cumulative License Commitment in subsequent years. In the event the number of licenses distributed by Customer to End Users exceeds the Cumulative License Commitment, Customer shall pay Distribution License Fees as set forth herein and such payments shall be submitted to Workpoint pursuant to Section 5(e) For purposes of this Section 5(c), the first year will commence upon the earlier to occur of (i) six (6) months after the Effective Date hereof or (ii) upon distribution of the first license of the Base Product to an End-User. This Section 5(c) states Workpoint's exclusive remedy and Customer's sole liability in connection with any failure to meet the Cumulative License Commitment. d. Product Support Fees. (i) Development License Product Support. The fees for the product support services set forth in Sections 3(d) and (e) for the Development License set forth in Section 5(b) above shall be fifteen percent (15%) per year of the undiscounted Development License Fee (\$1,875 per calendar quarter) (the "Development License Product Support Fees"). Workpoint shall invoice Customer and Customer agrees to pay the Development License Product Support Fees quarterly in advance beginning upon execution of this Agreement. Workpoint will not increase the Development License Product Support Fees for one (1) year after execution of this Agreement. Thereafter, Workpoint may increase the Development License Product Support Fees annually by an amount not to exceed four percent (4%) of the Development License Product Support Fees payable during the prior year. (ii) Distribution License Product Support. The Product Support Fees for each additional license distributed by Customer to an End-User as described in Section 2(a) above are fifteen percent (15%) per year of the Distribution License Fees (\$187.50. per calendar quarter) (the "Distribution License Product Support

Fees"). Workpoint shall invoice Customer and Customer agrees to pay the Distribution License Product Support Fees based on each Quarterly Report submitted by Customer. Such Distribution License Product Support Fees are due and payable quarterly in arrears for the pro-rata portion of such quarter, beginning on the date Customer distributes such license to an End User and quarterly in advance thereafter. Workpoint will not increase the Distribution License Product Support Fees for one (1) year after distribution of each license. Thereafter, Workpoint may increase the Distribution License Product Support Fees by an amount not to exceed four percent (4%) of the Distribution License Product Support Fees payable during the prior year. e. Payment Terms. All payments owed to Workpoint under this Agreement will be made within thirty (30) days after the date of invoice pursuant to Sections 5(b), (c) and (d). Customer will pay all amounts due to Workpoint pursuant to Sections 5(b), (c) and (d) in U.S. Dollars by check delivered at Workpoint's offices at the address on the front page of this Agreement directed to the attention of Accounts Receivable, or wire transfer to Workpoint's account number 110122865; bank routing number 104000016, at First National Bank of Omaha, or such other bank account that Workpoint may designate in writing. Except with respect to amounts disputed in good faith, any late payment may accrue interest at the lesser of (i) eighteen percent (18%) per annum, and (ii) the maximum interest allowable under applicable law. Customer will pay any late payment charge promptly upon Workpoint's request. f. Taxes. All amounts payable by Customer to Workpoint under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Base Product, the execution or performance of this Agreement or otherwise, except for net income, net worth or franchise taxes assessed on Workpoint.

6. REPRESENTATION AND WARRANTIES. a. Limited Warranty. Workpoint warrants to Customer that (i) it has the full corporate authority to enter into this Agreement, (ii) the Base Product will perform substantially as described in Workpoint's Documentation for a period of thirty (30) days following delivery to the Customer (the "Warranty Period"), (iii) the Base Product does not and will not infringe upon any patent, copyright or trade secret or other intellectual property rights of others, (iv) the Base Product does not and will not contain, at the time issued or delivered by Workpoint to Customer, any viruses, adware, spyware, worms, or other malicious code, and (v) the software of the Base Product does not and will not contain or include: (A) any key or other component or mechanism that will stop the Base Product from working as it is intended, (B) any feature or capability that permits or allows remote control by a party other than the End User over the software of the Base Product or (C) any feature or capability that captures and/or collects information or other data, to be sent outside the organization of the End User. Workpoint does not warrant that the Base Product will be free from minor defects or will satisfy all of Customer's or its End-User's needs or that use of the Base Product will be uninterrupted or error-free ; provided that this shall not derogate from Workpoint's obligation to provide the support services as set forth in Section 3(d). b. Remedies. In case of breach of warranty related to the quality of the Base Product that is reported by Customer to Workpoint during the Warranty Period, Workpoint will correct or replace the defective Base Product or, if Workpoint determines that such remedies are not practicable, Workpoint may terminate this Agreement with respect to the affected Base Product, accept the return of the defective Base Product and refund to Customer any License Fees (including, without limitation, Development License Fees) that Customer actually paid to Workpoint for such Base Product. Customer acknowledges that this Section sets forth Customer's exclusive remedy and Workpoint's exclusive liability for any breach of warranty related to the quality of the Base Product. Customer further acknowledges that (i) the prices and other charges contemplated under this Agreement are based upon the limited warranty, disclaimers and limitations of liability contained in Sections 6, 7 and 8 and (ii) such charges would be substantially higher absent any of these provisions. c. Limitation. The warranty provided in Section 6(a) will not apply to the extent that the breach of warranty or Base Product defect is not brought to the attention of Workpoint during the applicable Warranty Period or arises as a result of (i) failure to properly install or use the Base Product in accordance with its documentation, (ii) failure of the operating environment or hardware failure, (iii) modification of the Base Product not made by Workpoint, (iv) failure to install a correction, "bug-fix," Release or New Version provided by Workpoint within thirty (30) days following the receipt thereof, that would have eliminated the defect, or (v) the combination of the Base Product with items not provided by Workpoint, and the defect would not have arisen absent such combination. d. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND SECTION 7, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE BASE PRODUCT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY WORKPOINT OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

7. INDEMNITY. a. Workpoint Indemnity. If an action is brought against Customer either (i) claiming that the Base Product infringes any patent, copyright, or other proprietary or intellectual property right or misappropriates a trade secret, or (ii) on the basis of any claims, warranties or representations of Customer that are based on any claims, warranties or representations of Workpoint hereunder, Workpoint will indemnify, defend and hold Customer harmless at Workpoint's expense and, subject to this Section, pay the damages, expenses, claims and costs (including reasonable attorneys' fees) finally awarded against Customer or that Workpoint agrees to pay in any settlement in the infringement action, but only if (i) Customer notifies Workpoint promptly upon learning that the claim might be or has been asserted; provided that the omission to so notify Workpoint shall not relieve Workpoint from any liability which it may have hereunder unless, and only to the extent that, such omission results in Workpoint's forfeiture of substantive rights or defenses; (ii) Workpoint has sole control over the defense of the claim and any negotiation for its settlement or compromise, provided that any settlement or compromise shall require the prior written consent of Customer, which consent shall not be unreasonably withheld; and (iii) at Workpoint's request and expense, Customer provides reasonable cooperation to Workpoint in the defense, settlement or compromise of the claim. In the event a claim has been asserted, Workpoint shall, at Workpoint's option and expense, (i) procure for Customer the right to continue using the Base Product, (ii) replace or modify the Base Product to eliminate the infringement while providing substantially functionally equivalent performance and capabilities or (iii) terminate this Agreement with respect to the Base Product and accept the return of the Base Product in exchange for a refund of the amount that Customer actually paid to Workpoint for such Base Product, less depreciation based on a seven year straight line depreciation schedule. THE RIGHTS GRANTED TO CUSTOMER UNDER THIS SECTION 7(a) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT BY Workpoint HEREUNDER OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT. b. Limitation. Workpoint will have no indemnity obligation to Customer to the extent the infringement claim results from (i) a correction or modification of the Base Product not made by Workpoint, (ii) the failure to install a correction, "bug-fix," Release or New Version within thirty (30) days following the receipt thereof that would have eliminated the actual or alleged infringement, or (iii) the combination of the Base Product with other items not provided by Workpoint and the claim would not have arisen absent such combination. Customer acknowledges that this Section 7 states Customer's exclusive remedy and Workpoint's sole liability in connection with any claim of infringement. c. Indemnification of Workpoint. If an action is brought against Workpoint claiming that (i) the Customer's Software Applications infringe a United States patent, copyright, or other proprietary or intellectual property right or misappropriate a trade secret, or (ii) that, subject to Section 7(d) below, Customer or its End-Users' use of the Base Product in combination with Customer's Software Applications infringe a patent, copyright, or other proprietary or intellectual property right or misappropriates a trade secret, and the claim would not have arisen absent such combination, then Customer will indemnify, defend and hold Workpoint harmless at Customer's expense and, subject to this Section, pay the damages, expenses, claims and costs (including reasonable attorneys' fees) finally awarded against Workpoint or that Customer agrees to pay in any settlement in the infringement action, but only if (i) Workpoint notifies Customer promptly upon learning that the claim might be or has been asserted; provided that the omission to so notify Customer shall not relieve Customer from any liability which it may have hereunder unless, and only to the

extent that, such omission results in Customer's forfeiture of substantive rights or defenses, (ii) Customer has sole control over the defense of the claim and any negotiation for its settlement or compromise provided that any settlement or compromise shall require the prior written consent of Workpoint, which consent shall not be unreasonably withheld, and (iii) at Customer's request and expense, Workpoint provides reasonable cooperation to Customer in the defense, settlement or compromise of the claim. In the event a claim has been asserted, Customer shall, at Customer's option and expense, (i) replace or modify the Value Added Package and/or the Customer's Software Application (as applicable) to eliminate the infringement while providing substantially functionally equivalent performance and capabilities or (ii) terminate this Agreement with respect to the Base Product and cease its use of the Base Product. Customer shall be solely responsible for any claims, warranties or representations made by Customer or Customer's employees or agents to an End-User, unless such claims, warranties or representations are based on any claims, warranties or representations of Workpoint hereunder. THE RIGHTS GRANTED TO WORKPOINT UNDER THIS SECTION 7(c) SHALL BE WORKPOINT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT BY CUSTOMER HEREUNDER OF ANY PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHT. d. Limitation. Customer shall have no indemnity obligation to Workpoint to the extent the infringement claim results from the Base Product.

8. NO CONSEQUENTIAL DAMAGES. A. EXCEPT FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS PURSUANT TO SECTION 7 AND FOR BREACHES OF CONFIDENTIALITY PURSUANT TO SECTION 10, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR REMEDY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. B. EXCEPT FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS PURSUANT TO SECTION 7 AND FOR BREACHES OF CONFIDENTIALITY PURSUANT TO SECTION 10, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY INCURRED IN ANY ACTION OR PROCEEDING EXCEED THE GREATER OF: (I) TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND (II) THE AMOUNT PAID BY THE PARTY SEEKING INDEMNIFICATION FOR THE BASE PRODUCT, LESS DEPRECIATION BASED ON A SEVEN YEAR STRAIGHT LINE DEPRECIATION SCHEDULE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE STATUTORY LAW SPECIFICALLY PROHIBITS THE CONTRACTUAL LIQUIDATION OF DAMAGES, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.



9. OWNERSHIP. As between Workpoint and Customer, all patents, patent rights, copyrights, trade secrets, trademarks and other proprietary rights in the Base Product are and will remain the exclusive property of Workpoint, whether or not specifically recognized or perfected under the laws of the Territory. Customer will not acquire any right in the Base Product, except the limited rights specified in this Agreement and Workpoint will not acquire any right in Customer's Software Application or the Value Added Package, except for its underlying rights in the Base Products. All patents, copyrights, trade secrets and other proprietary rights in or related to Customer's Software Applications and the Value Added Package (other than Workpoint's underlying rights in the Base Products) are and will remain the exclusive property of Customer, whether or not specifically recognized or perfected under applicable law. For the avoidance of doubt, it is hereby clarified that all modifications, enhancement, adaptation, translation or other change of or addition to the Value Added Package made by Customer in accordance with the terms of this Agreement shall be the exclusive property of Customer, whether or not specifically recognized or perfected under applicable law. Neither party will take any action that jeopardizes the other party's propriety rights or acquire any right in the other party's products or Information, except the limited rights specified in this Agreement.

10. INFORMATION. a. Confidentiality. Each party acknowledges that (i) the Base Product, Customer's Software Application and the Value Added Package incorporates confidential and proprietary information developed or acquired by Workpoint and Customer, respectively, and (ii) each party may receive or have access to other proprietary or confidential information disclosed and marked as confidential by the disclosing party (collectively, the "Information"). The receiving party will use the disclosing party's Information solely to perform its obligations under this Agreement. The receiving party will take reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Information, including without limitation, (i) those taken by the receiving party to protect its own confidential information and (ii) those which the disclosing party may reasonably request from time to time; but in no event less than a reasonable degree of care. Customer will not remove or deface any confidentiality or proprietary notice placed on the Base Product. The placement of a copyright notice on any Base Product will not constitute publication or otherwise impair its confidential nature. b. Disclosure. The receiving party will not disclose, in whole or in part, the disclosing party's Information to any person, except to (i) Resellers or End-Users, as and to the extent contemplated to accomplish the purposes of this Agreement and the use of the Value Added Package and (ii) the receiving party's employees or consultants who require access to perform the receiving party's obligations under this Agreement and that are under an obligation of confidentiality. c. Unauthorized Use or Disclosure. The parties acknowledge that any unauthorized use or disclosure of the disclosing party's Information may cause irreparable damage to the disclosing party. If an unauthorized use or disclosure occurs, the receiving party will immediately notify the disclosing party and take at its expense all commercially reasonable steps necessary to recover the disclosing party's Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the receiving party fails to take these steps in a timely and adequate manner, the disclosing party may take them at the receiving party's expense, and the receiving party will provide the disclosing party with its reasonable cooperation in such actions that the disclosing party may request. d. Limitation. The receiving party will have no confidentiality obligation with respect to any portion of the disclosing party's Information that (i) the receiving party independently developed before receiving the Information from the disclosing party, (ii) the receiving party lawfully obtained from a third party under no obligation of confidentiality, (iii) is or becomes available to the public other than as a result of an act or omission of the receiving party or any of its employees or consultants or (iv) the receiving party is compelled to disclose pursuant to legal process provided by a court of competent jurisdiction. Under any of these circumstances the receiving party will notify the disclosing party at least thirty (30) days before disclosing any portion of the disclosing party's Information to any other person.

11. MARKS a. Ownership. As between Workpoint and Customer, all trademarks, service marks, trade names, logos or other words or symbols identifying the Base Product or Workpoint's business (the "Marks") are and will remain the exclusive property of Workpoint, whether or not specifically recognized or perfected under the laws of the Territory. Customer will not acquire any right in the Marks, except the limited use rights specified in Section 11(b). Customer will not register, directly or indirectly, any trademark, service mark, trade name, company name or other proprietary or commercial right that is identical or confusingly similar to the Marks or that constitute translations thereof into the language(s) spoken within the Territory. Upon Workpoint's request and at Workpoint's expense, Customer will execute the instruments that may be appropriate to register, maintain or renew the registration of the Marks in Workpoint's name within the Territory. b. Use. Customer will use the Marks exclusively to advertise and promote the Base Product and/or the Value Added Package within the Territory. For as long as Customer is in compliance with the terms and conditions of this Agreement, Customer may represent itself as a "Workpoint authorized value added reseller." All advertisements and promotional materials will (i) clearly identify Workpoint as the owner of the Marks, (ii) conform to Workpoint's trademark and logo guidelines that are provided to Customer and (iii) otherwise comply with any local notice or marking requirement contemplated under the laws of the Territory. If Workpoint notifies Customer that the use of the Mark is inappropriate, Customer will not publish or otherwise disseminate the advertisement or promotional materials with such Marks until they have been modified to Workpoint's reasonable satisfaction. c. Infringement. Customer will immediately notify Workpoint if Customer learns (i) of any infringement of the Marks by a third party or (ii) that the use of the Marks within the Territory infringes the proprietary rights of a third party. Workpoint will determine the steps to be taken under these circumstances. Customer will (i) provide Workpoint with the assistance that Workpoint may reasonably request at Workpoint's expense, and (ii) take no steps on its own with respect to the Marks without Workpoint's prior approval.

12. TERM AND TERMINATION. a. Term. This Agreement will become effective, as of the Effective Date, upon its execution by authorized representatives of each of Customer and Workpoint, and shall remain in effect for a term of five (5) years (the "Term") commencing upon the earlier to occur of (i) six (6) months after the Effective Date hereof or (ii) upon first distribution of the Value Added Package (the "Initial Term"), unless sooner terminated pursuant to Section 12(b) below. Thereafter, this Agreement will renew automatically for consecutive subsequent one (1) year periods (each a "Renewal Term") unless terminated by Workpoint or Customer upon one hundred eighty (180) days written notice prior to the end of the Initial Term or any Renewal Term. b. Termination for Cause. Either party will have just cause to terminate this Agreement immediately upon written notice to the other party, without judicial or arbitral notice or resolution, if (i) the other party or any of its employees breaches any material obligation under this Agreement and the breaching party fails to cure such breach within thirty (30) days after the breaching party's receipt of such written notice from the other party concerning such breach, or (ii) either party ceases to conduct business in the normal course, is declared insolvent, undergoes any judicial procedure for the suspension of payment and such procedure provides an order for suspension of payment that is not removed within sixty (60) days thereafter, makes a general assignment for the benefit of creditors or a petition for bankruptcy, reorganization, dissolution or liquidation is filed by or against it that is accepted by the applicable court and is not removed within 60 days thereafter or (iii) the direct or indirect ownership or control of a party that exists on the Effective Date changes in a manner that materially adversely affects the other party's interests, as reasonably determined by such party.

13. CONSEQUENCES OF TERMINATION. a. Termination Obligations. Except as otherwise contemplated in Section 13(b) or 13(c), upon the termination of this Agreement, all rights and obligations of Customer and Workpoint hereunder will immediately cease, and the parties will promptly comply with the termination obligations specified below and otherwise cooperate to terminate relations in an orderly manner, provided each End-User license granted in accordance with this Agreement shall survive in accordance with its terms. (i) Payments. Customer will pay Workpoint all due and outstanding Development and Distribution License Fees and Product Support Fees, if any, set forth in Section 5 hereof. (ii) Products. Customer will purge from its computer systems, storage media and other files and, at Workpoint's option, destroy or deliver to Workpoint or its designee all Base Products and related documentation within Customer's possession or control that contain any Confidential Information or bear a Mark. Customer will immediately cease the use of any of Workpoint's Marks. (iii) Certification. At Workpoint's written request, Customer will deliver a signed instrument to Workpoint which certifies that Customer has complied with all of its termination obligations contemplated under this Agreement. b. Other Termination. Upon the expiration or termination of this Agreement, other than termination by Workpoint pursuant to Section 12(b), Customer may continue to use a single copy of the Development License solely for purposes of maintaining and supporting the Value Added Package under any unexpired agreements with End-Users. Upon the completion of the fulfillment of these obligations, Customer will, at Workpoint's option, destroy or deliver such items to Workpoint or its designee. Except with respect to product support services which, at Customer's option, shall survive the termination of this Agreement for a period of six (6) months for the fees set forth in Section 5(c), Workpoint will have no further obligations to Customer under Section 3 of this Agreement, unless otherwise agreed by Workpoint and Customer and subject to Workpoint's then-current fees. c. Survival. The provisions of Section 4(c) (i), and j, 5(c) ( but only to the extent product support services survive the termination or expiration of this Agreement), 6, 7, 8, 9, 10, 11, 13, 14 and 19 will survive the expiration of this Agreement or its termination for any reason.

14. INSPECTION. During the Term of this Agreement and for one (1) year after its termination, Workpoint or its representatives (who shall be bound to the confidentiality provisions contained in this Agreement) may, upon reasonable prior notice to Customer and as is reasonably necessary to verify Customer's compliance with this Agreement, inspect the End-User agreements, accounting and business records of Customer (during normal working hours) as they relate to this Agreement for the twenty-four (24) month period preceding the date of such inspection, only at Customer's place of business. Such audit will be performed by a third party retained by Workpoint and will be a recognized accounting company. While conducting these inspections, Workpoint, and/or its representatives, will be entitled to copy only relevant items that Customer may possess in violation of this Agreement. Any overpayment or underpayment established as a result of such inspection shall be promptly credited or paid, as appropriate. The expenses of such inspections shall be borne by Workpoint; provided, however, that Customer shall reimburse Workpoint for the reasonable expense of any such inspection that establishes an underpayment by Customer in excess of seven percent (7%) of the amount due for the audited period, not including currency exchange rates issues or disputed amounts.

15. U.S. EXPORT RESTRICTIONS. Customer acknowledges that the Base Product and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with Workpoint in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any Base Product or related technical information, documents or materials or any direct products thereof from the country of delivery to any person who is not a national or resident thereof, unless Customer has obtained the prior written authorization of Workpoint and the U.S. Commerce Department.

16. INDEPENDENT PARTIES. Customer and Workpoint are independent parties. Nothing in this Agreement will be construed to make one party an agent, employee, franchisee, joint venture, partner or legal representative of the other party. Neither party will have nor represent itself to have any authority to bind the other party to action on its behalf.

17. FORCE MAJEURE. Neither party will be liable for any damages or losses arising from any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, transportation stoppages or slowdowns. These causes will not excuse Customer from paying accrued amounts due to Workpoint through reasonably available lawful means acceptable to Workpoint.

18. NOTICES. Any notice, approval or other communication required or permitted under this Agreement will be given in writing and will be sent by telex, fax, courier or registered air mail, postage prepaid, to the address specified below or to any other address that may be designated by prior notice. Any notice or other communication delivered by telex or fax will be deemed to have been received the day it is sent. Any notice or other communication sent by courier will be deemed to have been received on the fifth business day after its date of posting. If to Customer: If to Workpoint: Eurekify, LTD 8 Hasadna Street Raanana, Israel 43651 Attention: Mr. Azi Cohen, CEO Phone: 09-7467346 Fax: 09-7467347 Email: info@eurekify.com Workpoint LLC. 407 North 117th Street Omaha, NE 68154 Attention: Contracts Administration Phone: (888) 748-2755 Fax: (402) 964-1967

19. **ASSIGNMENT.** Customer may not assign or otherwise transfer this Agreement or all of its rights and obligations hereunder without the prior written consent of Workpoint, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Customer may assign or otherwise transfer this Agreement or all of its rights and obligations to an Affiliate or to any entity in the case of a merger, consolidation or sale of all of the stock or assets of Customer without the prior written consent of Workpoint, but expressly excludes an Affiliate or entity that is, in Workpoint's reasonable judgment, a competitor of Workpoint. Customer shall notify Workpoint of any such assignment. Workpoint may assign, in whole or in part, any of its rights and obligations to a third party without Customer's consent, provided that Workpoint provides Customer prior written notice of such assignment and the assignee agrees to be bound in writing for Customer's benefit to all of the terms and conditions contained in this Agreement. This Agreement shall bind the authorized assigns or successors of any party. For purposes of this Section, "Affiliate" means any corporation that directly or indirectly controls, is controlled by, or is under common control with Customer. Control means the ownership of more than fifty percent (50%) of the voting securities of an entity.

20. **WAIVER, AMENDMENT, MODIFICATION.** Any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by a duly authorized representative of each party.

21. **SEVERABILITY.** If any provision of this agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

22. **INTERPRETATION.** The terms that are defined in this Agreement may be used in the singular or the plural, as the context requires. "Days" means calendar days. "Month" means a calendar month. "Person" means an individual, partnership, company, corporation or other legal entity, as the context requires. Headings are intended only for reference purposes.

23. **GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, U.S.A. Any controversy or claim arising out of, or relating to, this Agreement and the Exhibits, or the existence, validity, breach, or termination hereof, whether during or after its Term, will be submitted for resolution to the courts in Omaha, Nebraska, to whose jurisdiction Customer consents. Notwithstanding the foregoing, either party may seek injunctive relief against the other party from any other judicial or administrative authority pending the resolution of such controversy or claim.

24. PUBLICITY. Customer and Workpoint may publicly announce the execution of this Agreement without disclosing its specific content. In addition, either party may use the other's name and logo on its customer lists (subject to Section 11 in the case of Customer), electronically or in hard copy and refer to the other's name in any testimonial, provided that Workpoint's use of Customer's logo must be in a form, manner, style and context reasonably acceptable to Customer. Any other use of Customer's name in a press release or other promotional material shall be subject to Customer's consent.



25. ENTIRE AGREEMENT. This Agreement and its Exhibits constitute the complete and entire statements of all terms, conditions and representations of the agreement between Customer and Workpoint with respect to its subject matter and supersedes all prior discussions, commitments or agreements related thereto, whether written or oral. IN WITNESS WHEREOF, Customer and Workpoint cause this Agreement to be executed by its duly authorized representative identified below. Eurekaify, LTD. ("Customer") Workpoint LLC. ("Workpoint") By: By: Name: Name: Joseph J. Hartnett Title: Title: Chief Financial Officer Date: Date: EXHIBIT A 1. WORKPOINT BASE PRODUCT WORKPOINT EJB RELEASE WORKPOINT COMPONENTS INCLUDED WITHIN THE EJB VERSION OF THE BASE PRODUCT COMPONENT NAME COMPONENT VERSION Workpoint Enterprise Server v3.4 Workpoint User Authentications v3.4 Workpoint EJB Object API v3.4 Integrated Process Designer/Job Manager v3.4 Workpoint Server Manager v3.4 2. CUSTOMER'S SOFTWARE APPLICATIONS Eurekaify Enterprise Role Management Solution EXHIBIT B OPEN SOURCE SOFTWARE WORKPOINT EJB RELEASE Component Name Component Version Web Site \*BeanShell (bsh-1.3.0.jar) 1.3.0 <http://beanshell.org/license.html> BSF (bsfIBM.jar) 2.2 <http://oss.software.ibm.com/developerworks/opensource/license10.html?dwzone=opensource> \* - BSF (bsf.jar) - Logger (log4j) - XML Parser (xercesImpl.jar & xmlParserAPIs.jar) - Spring Framework (spring.jar) 2.3 1.2.6 2.6.0 <http://www.apache.org/licenses/LICENSE-1.1> \*\*HSQL Database Engine (hsqldb.sourceforge) 1.7. <http://hsqldb.sourceforge.net/web/hsqllicense.html> \*Jython (jython.jar) 2.1 <http://www.jython.org/license.html> JavaScript (js.jar) Rhino 1.5R5 <http://www.mozilla.org/MPL/MPL-1.1.html> JGoodies (forms-1.0.7.jar) 1.0.7 <https://looks.dev.java.net/LICENSE.txt> \* BSF 2.3, BeanShell and Jython are used only to support scripting languages. If this support is not used, the corresponding jar files can be deleted and WorkPoint will function properly with the exception that the corresponding scripting language cannot be used. \*\* HSQL Database Engine is used only for Workpoint evaluation. EXHIBIT C END USER LICENSE RESTRICTIONS All End-User licenses of the Value Added Package shall include provisions to the effect that: (1) the End-User is granted only a non sub-licensable nonexclusive right to use the Value Added Package; (2) Customer, or its licensors, retains all title in and intellectual property rights in the Value Added Package, and End-User acknowledges that no title is transferred to the End-User; (3) the End-User, including its employees, agents and contractors shall not, in whole or in part, attempt to reverse engineer, disassemble, decompile, translate, modify, adapt or otherwise attempt to derive source code from the Value Added Package; (4) the End-User agrees to comply with all export and re-export restrictions and controls under the U.S. Export Administration Regulations of the Department of Commerce or other applicable United States agency or authority, and shall not transfer, or authorize the transfer, of the Value Added Package to a country embargoed by Executive Order or otherwise in violation of any such restrictions or regulations; (5) IN CONNECTION WITH THE VALUE ADDED PACKAGE, CUSTOMER'S LICENSORS MAKE NO WARRANTIES OF ANY KIND TO THE END-USER, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT SUCH SOFTWARE'S FUNCTIONS WILL MEET END-USER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE; (6) CUSTOMER'S LICENSORS SHALL NOT BE LIABLE TO THE END-USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR LOSS OF DATA, EVEN IF CUSTOMER'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ARISING

OUT OF THE USE OR LICENSE OF THE VALUE ADDED PACKAGE REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY); (7) the End-User acknowledges that the Value Added Package constitutes and incorporates confidential and proprietary information developed or acquired by or licensed by Customer and will take all reasonable precautions necessary to safeguard the confidentiality of the Value Added Package which, including at a minimum, those taken by End-User to protect its own confidential information. The End-User will not allow the removal or defacement of any confidential or proprietary notice placed on the Value Added Package; and (8) the End-User is notified that Customer's licensor is a third-party beneficiary to the End-User License Restrictions set forth herein. EXHIBIT D SERVICE AND SUPPORT LEVELS

Workpoint will provide the following service levels based on the severity of the issue as reported by the Customer. Customer will use the following guidelines in requesting support: Severity 1 - Complete loss of service or severely degraded service for production applications where work cannot reasonably continue, or where a customer deadline cannot be met without a resolution and no reasonable workaround exists. Severity 2 - Degraded loss of service for applications or where a customer deadline is in jeopardy without a resolution and no reasonable work around exists. Severity 3 - Minor loss of service for applications or limited impact to customer deadlines. Severity 4 - No work being impeded at the time - information is requested or reported. Service Level Guidelines: Severity 1 – Workpoint will provide an initial response within two (2) Hrs from 8:00 am to 6:00 pm central time on Workpoint business days and two (2) Hr response outside of these times. Workpoint will provide status updates on progress every two (2) hours until a mutually acceptable resolution plan is delivered. Workpoint will provide round the clock efforts to resolve the problem as long as customer is available to support Workpoint efforts. Workpoint will provide status updates on the progress of the resolution plan implementation on a mutually agreed timetable (no less frequently than twice daily) until the resolution is implemented. Severity 2 – Workpoint will provide an initial response within four (4) Hrs from 8:00 am to 6:00 pm on Workpoint business days, and four (4) Hr response outside of these times. Workpoint will provide status updates on progress every eight (8) Hrs until a mutually acceptable resolution plan is delivered. Workpoint will provide support efforts 7x12 efforts to resolve the problem as long as customer is available to support Workpoint efforts. Workpoint will provide status updates on the progress of the resolution plan implementation on a mutually agreed timetable (no less frequently than daily) until the resolution is implemented. Severity 3 - Workpoint will provide an initial response within six (6) Hrs from 8:00 am to 6:00 pm on Workpoint business days. Workpoint will provide status updates on progress daily on Workpoint business days until a mutually acceptable resolution plan is delivered. Workpoint will provide status updates on the progress of the resolution plan implementation on a mutually agreed timetable (no less frequently than weekly) until the resolution is implemented. Severity 4 - Workpoint will provide an initial response within eight (8) hrs from 8:00 am to 6:00 pm on Workpoint business days. Workpoint will provide status updates on progress at least weekly. Response times in connection with the foregoing may be impacted by the volume of higher priority severity levels. EXHIBIT E RESELLERS

## Workpoint 3.4.2 - P005

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## Wsd14j

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### 1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b) in the case of each subsequent Contributor:

i) changes to the Program, and

ii) additions to the Program; where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

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"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

## 2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

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b) its license agreement:

i) effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

ii) effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

iii) states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

iv) states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange. When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

#### 4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

## 5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

## 6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

## XFire v.1.2.6

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## XML Pull Parser 3 (XPP3) 1.1.4c

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