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- 18.1** Dynamic's liability hereunder for any losses or damages suffered by Licensee or its End-Users with respect to the Licensed Software (including Runtime Licenses) or any other item licensed under this License Agreement, whether direct or indirect, from any cause whatsoever, including, but not limited to, losses and damages resulting from patent and copyright infringement, shall be limited to the amount paid by Licensee to Dynamic for the specific Licensed Software or Runtime License ordered hereunder which forms the basis for the claim. Dynamic shall not be liable for any lost profits or for any

claim or demand against the Licensee by any other party based on any express, implied or claimed warranties by Dynamic not specifically set forth in this Paragraph 18. **IN NO EVENT SHALL DYNAMIC BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DYNAMIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- 18.2 DYNAMIC SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE ONCE IT HAS BEEN MODIFIED BY LICENSEE OR ANY OTHER PARTY.** Regardless of anything to the contrary in this License Agreement, Dynamic shall not be liable for any claim, damages, or losses of any kind resulting from ownership, non-competition or infringement claims made by any persons or entities where the claim of infringement is a result of, or arises out of, a misuse or modification of the Licensed Software.
- 18.3** No action, regardless of form, arising out of this or any other Dynamic agreement or the transactions contemplated herein or therein, may be brought by Licensee more than one (1) year after the cause of action has accrued.
- 18.4** Licensee SHALL indemnify, defend and hold harmless Dynamic, its directors, employees and agents from any action brought against them by any third-party in connection with this License Agreement, or any other licensing or sub-licensing agreement between Licensee and a third-party concerning Licensed Software or Runtime Licenses therefore. Licensee shall pay all damages and reasonable attorney fees arising as a result of Licensee's use or misuse of any rights granted herein.

19. COMPLIANCE WITH LAWS

- 19.1** Licensee shall at all times comply with all applicable laws and regulations of the United States of America and all other governmental entities governing, restricting or otherwise pertaining to the use, distribution, exporting or import of the Licensed Software (including Runtime Licenses therefore) or any other Dynamic products, hardware, software, and/or technical data licensed or otherwise provided to Licensee.
- 19.2** Licensee shall execute the attached "GTDR License, Technical Data", Exhibit D to this License Agreement, and such other or additional documents reasonably required to assure and document full and complete compliance with this License Agreement. Licensee shall be solely responsible for filing and obtaining and shall file and obtain all applications, filings, registrations, licenses and approvals with and from governmental entities of competent jurisdiction required, necessary or appropriate to distribute Runtime Licenses and to protect Dynamic's copyright and other proprietary rights in the Licensed Software within each country in the Territory in which Licensee chooses to distribute Runtime Licenses.

20. TERMINATION

- 20.1** Dynamic shall have the right to terminate this License Agreement and the trademark and other licenses granted hereunder upon any material breach hereof by Licensee which shall not have been rectified within thirty (30) days of written notice thereof from Dynamic to Licensee (such 30 day period is hereinafter referred to as the "Cure Period"). Notwithstanding any other provision of this License Agreement to the contrary, Dynamic shall be entitled to terminate this License Agreement and all trademark and other licenses granted to Licensee hereunder upon any of the following breaches of this License Agreement by Licensee (which list shall not be exclusive) which shall not have been rectified within the Cure Period or such fewer number of days as may be specified below:
- 20.1.1** Licensee attempts to assign this License Agreement or any of its rights hereunder or a majority of the interests in Licensee are transferred to new shareholders (no cure period).
- 20.1.2** Licensee shall fail to pay any sums due directly to Dynamic on Purchase Orders or otherwise when due (five day cure period).
- 20.1.3** Licensee shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property (no cure period), (b) have a receiver, trustee in bankruptcy or similar officer appointed to take charge of all its property and such condition or conditions are not remedied to the satisfaction of Dynamic within the Cure Period days after such appointment, (c) be generally unable to pay its debts as they become due, (d) make a general assignment for the benefit of its creditors (no cure period), (e) commence a voluntary case under any Debtor Relief Law (as now or hereafter in effect) (no cure period), (f) file a petition seeking to take advantage of any other law providing for the relief of debtors (no cure period), (g) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under any Debtor Relief Law, (h) admit in writing its inability to pay its debts as they become due, (I) take any action under the laws of the United States, California, or any country or other jurisdiction within the Territory analogous to any of the foregoing, (j) take any requisite action for the purpose of effecting any of the foregoing, or (k) have any significant portion of its assets, as determined by Dynamic in its sole discretion, expropriated or otherwise seized or taken by any governmental entity (no cure period).

For purposes of this License Agreement, the term "Debt Relief Laws" shall mean the Bankruptcy Code of the United States, as amended from time to time, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally in any country within the Territory.

- 20.1.4** Licensee shall breach any of the restrictions set forth in Paragraph 14 of this License Agreement.
- 20.1.5** Licensee shall fail to comply in all material respects with all applicable law as specified in Paragraph 19 of this License Agreement.
- 20.1.6** Licensee shall distribute either the Licensed Software and/or Runtime Licenses therefore, either unmodified or modified, to End-Users outside the Territory.
- 20.1.7** Licensee shall use any Developer License for any purpose other than creating derivative works based upon or otherwise modifying the Developer License portion of the Licensed Software or supporting Licensee's End-Users of Runtime Licenses.
- 20.1.8** Licensee shall fail to incorporate an authorized SSN into each Runtime License prior to its delivery to any End-User, to inform any End-User of the incorporated item, to provide any End-User with a copy of the Dynamic SSN and specific Licensed Software product License Agreements or to register any SSN delivered to an End-User under this License Agreement with Dynamic to the actual End-User.
- 20.1.9** Distribution of Licensed Software or Runtime Licenses therefore by Licensee other than under Dynamic's trademarks as required by Paragraph 16 of this License Agreement;
- 20.1.10** The use by Licensee of any trademark of Dynamic in any manner which violates Paragraph 10.2 or 10.3 of this License Agreement;
- 20.1.11** The failure by Licensee to join in any legal proceedings with Dynamic upon Dynamic's request as required by and subject to Paragraph 10.3 or 16.1 of this License Agreement;
- 20.1.12** The failure by Licensee to display the copyright notices required by Paragraph 16.1 of this License Agreement;
- 20.1.13** The breach by Licensee of its warranties and representations.
- 20.1.14** The failure by Licensee to keep confidential and not disclose to any person or entity or utilize in any manner except as contemplated in this License Agreement any Confidential Information of Dynamic without Dynamic's prior written consent in breach of Licensee's obligations under Paragraph 16 of this License Agreement.

This License Agreement may also be terminated by the joint written consent of the parties hereto.
- 20.2** Rights on Termination. Upon termination, expiration or non-renewal (a "termination") of this License Agreement, the parties shall be bound by the following provisions:
 - 20.2.1** No Effect on Rights to Payment. Termination of this License Agreement shall not affect the right of Dynamic to receive payment for Licensed Software or Runtime Licenses delivered to Licensee before such termination.
 - 20.2.2** No Release from Obligations. Any termination of this License Agreement shall not relieve or release either party from any obligations which shall have accrued under this License Agreement prior to termination nor shall it relieve Licensee from its obligations under Paragraphs 9.4 through 9.7, 10, 13 through 16 and 19 hereunder, which provisions shall survive for a period of ten (10) years thereafter.

21. MISCELLANEOUS PROVISIONS

- 21.1** This License Agreement is being executed by Licensee at the address provided for herein, and by Dynamic in the State of California, USA. After having been duly executed by Licensee, it will become effective and be binding upon Dynamic only at the time it is executed by a duly authorized officer of Dynamic.
- 21.2** This License Agreement is governed by, and shall be construed in accordance with the laws of the State of California. Venue for any litigation or claim hereto shall be the California state or federal courts in Orange County, California, USA. Licensee consents and unconditionally submits to personal jurisdiction of the California state or federal courts and waives any special treaty or legal requirements providing for restrictions upon such jurisdiction and on service of process. English shall be the official language of this License Agreement and shall be the language used in all proceedings between the parties hereto concerning this License Agreement. Any translations of this License Agreement shall be considered to be copies.
- 21.3** Except as provided for herein, this License Agreement is by and between the parties executing it only, is not transferable or assignable by either party hereto without the written consent of the other, which may be withheld in such party's sole and absolute discretion, and any attempt to transfer or assign any rights, duties, or obligations under this License Agreement without such consent shall be void and of no effect.

- 21.4 If any sentence, paragraph, clause or combination of the same in this License Agreement is held by a court or other governmental body of competent jurisdiction to be unenforceable, invalid or illegal in any jurisdiction, such sentence, paragraph, clause or combination shall be deemed deleted from this License Agreement in the jurisdiction where it is unenforceable, invalid or illegal and the remainder of this License Agreement shall remain binding on the parties in such jurisdiction as if such unenforceable, invalid or illegal sentence, paragraph, clause or combination had not been contained herein. The enforceability of such sentence, paragraph, clause or combination of the same in this License Agreement shall be otherwise unaffected and shall remain enforceable in all other jurisdictions. Moreover, the parties agree to perform this License Agreement in the manner which most closely duplicates the manner in which this License Agreement would have been performed had the unenforceable, invalid or illegal sentence, paragraph, clause or combination not been rendered unenforceable. Licensee shall execute such amendments to this License Agreement as shall be reasonably requested by Dynamic to memorialize specifically the modifications to this License Agreement resulting from the operation of this Paragraph 21.4.
- 21.5 All Dynamic rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently. In the event of a breach or nonperformance by Licensee, where Dynamic has alternative remedies available to it, there shall be no requirement that any remedy be selected or exercised first. Dynamic may, in its sole and absolute discretion, elect to exercise any or all remedies as it chooses without notice to any other person or entity being required whatsoever.
- 21.6 No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof or as a waiver of any other right, power or remedy hereunder or the performance of any obligation of the other party hereto; and no single or partial exercise by either party hereto of any right, power or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy by such party. The parties agree to execute such further documents and to take such further actions as are reasonably required to cause full performance of the terms of this Agreement. In the event Licensee shall on any occasion fail to perform any term of this Agreement, Dynamic may act to compel or cause performance, Dynamic shall be entitled to obtain injunctive relief to compel such performance and any additional expense incurred shall be paid by Licensee.
- 21.7 In the event litigation is required to force compliance with, or address any breach of this Agreement, the parties agree that the prevailing party shall be entitled to attorneys' fees and costs actually incurred.
- 21.8 Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed to have been received by the party to whom it is addressed three (3) days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or twenty-four (24) hours after it is deposited with a public telegraph company for immediate transmission, charges prepaid, or upon acknowledgment of its receipt by Telex or telecopy, addressed as follows:

If to DYNAMIC:

Dynamic Concepts, Inc.
 18-B Journey, Aliso Viejo, CA 92656 USA
 Attn: Mr. Douglas R. Chadwick
 Phone: +1.949.215.1200 Fax.: +1.949.215.1234

With a copy to:

Sheppard, Mullin, Richter & Hampton
 650 Town Center Drive, Floor 4
 Costa Mesa, California 92626 USA
 Telecopy No.: +1.949.513.5130

Or to such other person or address as Dynamic may from time to time furnish in writing to Licensee.

If to Licensee: _____

Or to such other person or address as Licensee may from time to time furnish in writing to Dynamic.

- 21.9 Relationship. Nothing in this License Agreement or to be done pursuant to its terms and conditions is intended to, or shall, create a partnership or joint venture, for tax purposes or otherwise, between Dynamic and Licensee. Licensee is and shall remain fully and solely responsible for all of its employees and assumes full responsibility for all costs and liabilities incurred in connection with the termination of such employees for any reason whatsoever.
- 21.10 Headings. The headings contained in this License Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 21.11 Exhibits. Each Exhibit to this License Agreement is hereby incorporated by reference into the paragraphs of this License Agreement which refer to it.

MODIFICATION

This Agreement, including the exhibits hereto, shall constitute the entire Agreement between Licensee and Dynamic pertaining to the Licensed Software, irrespective of inconsistent or additional terms and conditions in Licensee's Purchase Orders or other documents submitted by Licensee to Dynamic. This Agreement shall not be modified or altered except by a written instrument duly executed by authorized officers of Dynamic and Licensee.

ACCEPTED BY LICENSEE

Authorized Signature(s)

Print/Type Name

Title/Date

Print/Type Name

ACCEPTED BY DYNAMIC

Authorized Signature(s)

Print/Type Name

Title/Date

Print/Type Name

EXHIBIT A Licensed Software and Support

License hereby certifies its ability, and Dynamic hereby grants Licensee authorization, subject to the terms and conditions of that Agreement, to market, purchase at a discount, install and support Licensed Software products operating on specific Hardware Platforms identified here in, together with value added items identified in Exhibit E of that Agreement.

Please initial only one of the reseller plans and identify the platforms of your choice on the following page. For each selected platform, Licensee shall pay annual fee based on the service plan chosen. The Base plan is only available for clients already covered and renewing that program, covers only a single platform and includes no support. New resellers, or those renewing an expired support plan, must purchase the Strategic or Premier plan. Resellers ordering the Premier Plan for three (3) platforms are entitled to Premier Service on all supported Dynamic platforms at no additional charge.

Base Plan (Renewals Only)

\$350 per year (Single platform only)

Includes:

Monthly Technical Bulletins

Advance notice of upcoming releases

Strategic Plan

\$750 per year per platform

Includes:

5 total support incidents for any platform per year¹

Priority response from Technical Support²

Free attendance at training classes for (1) developer

In-house replacement licenses

Monthly Technical Bulletins

Advance notice of upcoming releases

Your own domain name, Business Web Hosting & e-mail⁵

Premier Plan

\$1,100 per year per platform

Includes:

10 total support incidents for any platform per year²

Priority response from Technical Support³

Free attendance at training classes for (2) developers

In-house licenses (two 8-user per platform)⁴

dL4/IQ/dL4Term licenses for all PC's, including home systems⁴

Maintenance releases and source-level modifications⁵

Access to Dynamic Development Engineers

Developer licenses for each platform chosen

In-house replacement licenses

Monthly Technical Bulletins

Advance notice of upcoming releases

Your own domain name, Enterprise Web Hosting & e-mail⁶

¹ Incidents are defined as a formal request for assistance with a single technical issue. Incidents related to licenses not covered under Software Assurance are subject to additional fees. Additional Incident Packs (5-incidents) are \$625 and (10-incidents) are \$1,250

² Technical Support hours are 8:00am to 5:00pm, Pacific Time, Monday to Friday; normal US holidays excluded. Technical Support will respond to inquiries via telephone, fax and e-mail within 4 business hours; provide research of defects in Licensed-Software products; provide tips to work around problems, explain features and functionality; fix defects in next scheduled release of product; accept recommendations for future product enhancements. Technical Support will not design application code; debug user code; be responsible for integrating or assisting in the integration of third party tools; provide extensive training; explain Operating System related setup or operation (except with regard to Dynamic product resources); Internet access to customer site using Telnet. Dynamic reserves the right to request reseller provide sequences to duplicate a problem or defect in software.

³ In-house licenses may not be sold or transferred to any third-party and are for development and in-house use only.

⁴ Dynamic will provide Reseller with maintenance releases and/or source-level modifications to correct defects for Licensed-Software in advance of general public releases. Dynamic reserves the right to determine the necessity of such releases.

⁵ Dynamic will transfer your existing, or register a new, primary domain name for your company and provide high-end Web Hosting and e-mail service for the domain at no annual charge.

Platforms

Platforms are defined as Unix or Windows. Hardware platforms and operating systems not listed or referenced are excluded unless expressly authorized in writing by Dynamic. Not all Licensed Software products are available on all platforms. Dynamic may add to or delete from the list without written notice.

HARDWARE PLATFORMS ID INITIAL HERE

UNIX Platforms

| | | |
|----------------------|----|--|
| IBM AIX | 07 | |
| SCO-Unix | 99 | |
| Compaq Tru 64 Unix | BB | |
| DG AViiON | 5D | |
| HP / UX | E9 | |
| Linux - Intel | 6D | |
| Motorola 88000 SVR3 | 58 | |
| Motorola 88000 SVR4 | C3 | |
| Solaris SPARC | 1A | |
| Unixware / Open Unix | 55 | |
| | | |
| | | |

WINDOWS Platforms

| | | |
|-------------|----|--|
| Win32-Intel | 1B | |
| | | |

EXHIBIT B

Sample Software Selection Number (SSN)

NOTE: Enter SSN and Activation Code, if any, in either case, with or without spaces, and press [RETURN]. When required, enter the User Name exactly as shown above. The SSN is represented by the following character set, for readability:

License: 991D34EE Issued: 01/05/01
Platform: 99 SCO UNIX [x]=#Users for each product
Sold to: Dynamic Concepts, Inc.
Installer: Dynamic Concepts, Inc.
Products: IRIS 6.01[4], dL4 4.01[4], IQ 5.01[2]+Developer+Access
User SSN: Ms8P J40P iA0J PoU3 3J5d HV5C 2oA0 172T li
User Name: DYNAMIC CONCEPTS, INC.

Numerics: 0123456789 Alpha characters: AbCdEFGHiJkLMNoPQRsTUVWXYZ (note: b,d,i,o,s)

IMPORTANT, READ CAREFULLY: By installing, copying, activating, or otherwise using the software product(s) (hereinafter referred to as The Software) represented on this SSN Report, Customer agrees to be bound by all the terms and conditions of this agreement as well as all terms and conditions on the individual license agreements for each software product(s) represented on this SSN Report. If you do not agree to all of these terms and conditions, do not install this SSN. Promptly return the unused Software and all associated materials to Dynamic.

GENERAL RESTRICTIONS:

COPIES AND ADAPTATIONS: Customer shall not reverse compile or disassemble The Software or make any attempt to bypass any of the licensing terms and conditions herein, which may or may not be enforced by The Software. Customer may make copies or adaptations of The Software for archival and backup purposes or when copying or adaptation is an essential step in the use of The Software with the computer, so long as the copies and adaptations are used in no other manner. Customer has no other right to copy. All copies and adaptations of The Software must bear the copyright notices contained in or on the original.

OWNERSHIP: Customer agrees that it does not have any title or ownership of The Software, other than ownership of the physical media.

COPYRIGHT: Customer acknowledges and agrees that The Software is copyrighted and protected by copyright laws. Customer further acknowledges and agrees that The Software may include portions owned by a third-party named in the copyright notice(s) included with The Software, who shall be authorized to hold Customer responsible for any copyright infringement or violation of these terms and conditions.

TRANSFER OF RIGHTS: Customer may transfer rights in The Software to a third party only as part of the transfer of all rights and only if Customer obtains the prior agreement of the third party to be bound by the terms of this License. Upon such transfer, Customer agrees that their rights in The Software are terminated and that it will either destroy its copies and adaptations or deliver them to the third party along with a copy of this License. Transfer to a U.S. Government department or agency or a prime or lower tier contract in connection with a U.S. Government contract shall be made only upon their prior written agreement to terms required by Dynamic.

SUBLICENSE AND DISTRIBUTION: Customer may not sublicense The Software or distribute copies or adaptations of The Software to any third party in any manner without the prior written consent of Dynamic.

EXPORT: Customer agrees not to export or re-export The Software, or any adaptation, in violation of the U.S. laws or regulations or any other law or regulation.

UPDATES AND UPGRADES: Customer agrees that The Software does not include updates and upgrades which may be available, subject to these same terms, from Dynamic under a separate transaction or through the Software Assurance Program. Unauthorized installation of any updates or upgrades shall be grounds for termination of this License.

TRAINING AND SUPPORT: No training or support is provided unless otherwise agreed by Dynamic.

TERMINATION: Dynamic may terminate this License, without incurring any liability to Customer, for Customer's failure to comply with any of the terms, provided Dynamic has requested Customer to cure the failure and Customer has failed to do so within thirty (30) days of such notice. Upon termination, any and all rights granted to Customer are revoked.

NO WARRANTY: Dynamic makes no representations or warranties, either expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall Dynamic be liable for any incidental, indirect, special or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business). You assume the entire risk as to the quality and performance of The Software. Dynamic liability under a license agreement at no time shall exceed any amount paid to Dynamic for the particular program or product license acquired from Dynamic.

COMPLIANCE WITH LAWS: Customer shall, at all times, comply with all applicable laws and regulations of the U.S. and all other governmental entities governing, restricting or otherwise pertaining to the use of The Software or technical data provided to Customer.

Sample Software Assurance Program (Optional)

THIRTY DAYS: Software Assurance is included in the price of this license for thirty (30) days following the original purchase date. Thereafter, continuation of the Software Assurance program is optional.

REGISTRATION: To register this license, sign and return this form within thirty (30) days of the original purchase date. Subsequent renewals will be billed automatically under this agreement unless cancelled in writing.

COST: The annual fee is shown below and is computed as 10% of the retail price of the software configuration shown on this license.

BENEFITS: The Software Assurance program provides a wide range of services to the installer of the software for the Dynamic products shown on this license. This program is offered by Dynamic to the installer of the software only, and is not intended to directly assist the end-user in the operation of the computer system or application(s). The program benefits include:

Upgrade Trade-In Allowances: This license has a complete trade-in value when: increasing the number of users at this site; transferring the license to a different platform (Unix to Unix **OR** Windows to Windows); or installing new revisions and updates. The customer pays only the difference, if any, between license and/or platform fees as well as the cost of any media, documentation or shipping charges. No credit is given if the new license price is less. Should any upgrade result in an increase in license fees, such as increasing the number of users, an additional 10% will be added to extend coverage of Software Assurance on the license.

Major Discounts: This license is eligible for special discounts and promotional programs not offered to the general customer base.

Replacement Licenses: If this license represents a Passport™ device site, defective Passport devices will be replaced by Dynamic at no charge, except where unusual physical or electrical stress has damaged the Passport device. Devices so damaged will be replaced upon their return at the nominal price published in Dynamic's then current Price List. If this license represents a software license site, replacement SSN's will be provided, at no charge, whenever an existing license requires replacement. Events which may require a license replacement include, but are not limited to: a) replacing the central processing unit (CPU); b) adding or changing the system disk drive(s); c) reinstalling the software supplied by Dynamic; or d) reinstalling the operating system.

Installer Support: Dynamic will provide support to the authorized Dynamic installer of the software -- via e-mail, fax, correspondence or telephone -- to assist in the isolation and correction of technical problems at this site relating to the software provided under this license.

License: 991D34EE Issued: 01/05/01
Platform: 99 SCO UNIX [x]=#Users for each product
Sold to: Dynamic Concepts, Inc.
Installer: Dynamic Concepts, Inc. Phone: 949-215-1200
Address1: 18-B Journey
Address2: Aliso Viejo, CA 92656
Products: IRIS 6.01[4], dL4 4.01[4], IQ 5.01[2]+Developer+Access
User SSN: Ms8P J40P iA0J PoU3 3J5d HV5C 2oA0 172T li
User Name: DYNAMIC CONCEPTS, INC.

Software Assurance Expires: 02/04/01, Annual Renewal: \$130

Sample UniBasic-IRIS Runtime Purchase Agreement

Dynamic Concepts, Inc., 18-B Journey, Aliso Viejo, California, 92656, United States of America, Telephone: + 1.949.215.1200 and e-mail: sales@Dynamic.com — hereinafter referred to as Dynamic. Dynamic is the owner of, or has acquired the right to distribute, the software licensed by this agreement.

UniBasic-IRIS Runtime Software Means copies of executable Object Code (programs) supplied by Dynamic in the UniBasic-IRIS Runtime Distribution or derived from any Dynamic Developer Source Code or Object Libraries supplied by Dynamic in the UniBasic-IRIS Development Distribution. The UniBasic-IRIS Runtime software, in whole or in part, is hereinafter referred to as “The Software.”

You are the individual, partnership, corporation, association, or any combination thereof, hereinafter referred to as you, your or “Customer,” in possession of The Software.

Important, Read Carefully: By installing, copying, activating or otherwise using The Software, Customer is bound by all of the terms and conditions of this License. Any operation or use of The Software inconsistent with this License constitutes a misappropriation of The Software and may be subject to civil penalties and/or criminal prosecution. If you do not agree to be bound by all of the terms and conditions herein, do not install or activate The Software. Promptly return the unused Software and all associated materials to Dynamic.

Grant of License: In return for payment of the applicable fee(s), Dynamic hereby grants to Customer a non-exclusive, perpetual license to use The Software, subject to continuous adherence to all of the terms and conditions of this License. Unless the applicable fee(s) has been paid to Dynamic, and the Customer is in possession of a valid Dynamic Software Selection Number (SSN), which identifies and activates The Software, this License is void. In addition, and subject to these same terms and the payment of the applicable UniBasic Development License Fee, Dynamic grants to Customer a non-exclusive, limited and restricted right to use the UniBasic Development Distribution for the sole purpose of creating adaptations, derivative or customized versions of the Software. Customer may not use the UniBasic Development Distribution, or any of its components, for any other purpose without prior written permission from Dynamic. Any adaptations, derivative or customized versions created by Customer must be used exclusively for the purpose of executing UniBasic BASIC application programs.

Use of Software: This License to use The Software identified on the SSN is: a) restricted to the specific, or an earlier, revision stated, b) specific to the platform (computer hardware and/or operating system revision) and not transferable to any other platform, c) for the exclusive use of employees and/or agents under Customer’s control, d) solely for Customer’s own internal business purposes and e) only for use by users and/or entities of common ownership.

Installation: The Software must be: a) installed on equipment owned and operated by, and exclusively for, the Customer, and b) the equipment must be part of the Customer’s exclusive local or wide-area network. The Customer shall not rent, lease or otherwise charge or pay a third-party for any use, which includes, or is dependent upon, the operation of The Software.

The Software is intended for installation and execution on a server and must be: a) installed on only one (1) such server, b) for shared use by no more than the number of authorized concurrent users, c) all users must execute the same shared copy of The Software, d) execution must occur on the server.

Sample UniBasic-IQ Runtime License Purchase Agreement

This License is granted by Dynamic Concepts Incorporated — a California corporation located at 18-B Journey, Aliso Viejo, California, 92656, United States of America, Telephone: + 1.949.215.1200 and e-mail: sales@Dynamic.com — hereinafter referred to as Dynamic. Dynamic has acquired the right to distribute the software licensed by this agreement from IQ Software Corporation.

IQ Runtime Software Means copies of executable Object Code (programs) supplied by Dynamic in the IQ Runtime Distribution. The IQ Runtime software, in whole or in part, is hereinafter referred to as “The Software.” The Software is licensed only in conjunction with a Dynamic language product, operating on database files which are created, manipulated, accessed and/or maintained by an active set of applications developed with a Dynamic language product.

You are the individual, partnership, corporation, association, or any combination thereof, hereinafter referred to as you, your or “Customer,” in possession of The Software.

Important, Read Carefully: By installing, copying, activating or otherwise using The Software, Customer is bound by all of the terms and conditions of this License. Any operation or use of The Software inconsistent with this License constitutes a misappropriation of The Software and may be subject to civil penalties and/or criminal prosecution. If you do not agree to be bound by all of the terms and conditions herein, do not install or activate The Software. Promptly return the unused Software and all associated materials to Dynamic.

Grant of License: In return for payment of the applicable fee(s), Dynamic hereby grants to Customer a non-exclusive, perpetual license to use The Software, subject to continuous adherence to all of the terms and conditions of this License. Customer may only use The Software in conjunction with a Dynamic language product, operating on database files which are created, manipulated, accessed and/or maintained by an active set of applications developed with a Dynamic language product. Unless the applicable fee(s) has been paid to Dynamic, and the Customer is in possession of a valid Dynamic Software Selection Number (SSN), which identifies and activates The Software, this License is void.

Use of Software: This License to use The Software identified on the SSN is: a) restricted to the specific, or an earlier, revision stated, b) specific to the platform (computer hardware and/or operating system revision) and not transferable to any other platform, c) for the exclusive use of employees and/or agents under Customer’s control, d) solely for Customer’s own internal business purposes and e) only for use by users and/or entities of common ownership.

Installation: The Software must be: a) installed on equipment owned and operated by, and exclusively for, the Customer, and b) the equipment must be part of the Customer’s exclusive local or wide-area network. The Customer shall not rent, lease or otherwise charge or pay a third-party for any use, which includes, or is dependent upon, the operation of The Software.

If The Software is intended for installation and execution on a server, it must be: a) installed on only one (1) such server, b) for shared use by no more than the number of authorized concurrent users, c) all users must execute the same shared copy of The Software, d) execution must occur on the server.

If The Software is intended for installation and execution on individual client PCs, The Software may be installed on multiple computers as long as the number of installations does not exceed the number of authorized users.

Installations which are comprised of servers and client-based PCs, are required to obtain separate licenses for the number of users on each platform. Authorized users are not transferable between platforms.

Sample dL4 Runtime License Purchase Agreement

This License is granted by Dynamic Concepts Incorporated — a California corporation located at 18-B Journey, Aliso Viejo, California, 92656, United States of America, Telephone: + 1.949.215.1200 and e-mail: sales@Dynamic.com — hereinafter referred to as Dynamic. Dynamic is the owner of, or has acquired the right to distribute, the software licensed by this agreement.

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You are the individual, partnership, corporation, association, or any combination thereof, hereinafter referred to as you, your or “Customer,” in possession of The Software.

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Use of Software: This License to use The Software identified on the SSN is: a) restricted to the specific, or an earlier, revision stated, b) specific to the platform (computer hardware and/or operating system revision) and not transferable to any other platform, c) for the exclusive use of employees and/or agents under Customer’s control, d) solely for Customer’s own internal business purposes and e) only for use by users and/or entities of common ownership.

Installation: The Software must be: a) installed on equipment owned and operated by, and exclusively for, the Customer, and b) the equipment must be part of the Customer’s exclusive local or wide-area network. The Customer shall not rent, lease or otherwise charge or pay a third-party for any use, which includes, or is dependent upon, the operation of The Software.

If The Software is intended for installation and execution on a server, it must be: a) installed on only one (1) such server, b) for shared use by no more than the number of authorized concurrent users, c) all users must execute the same shared copy of The Software, d) execution must occur on the server.

If The Software is intended for installation and execution on individual client PCs, The Software may be installed on multiple computers as long as the number of installations does not exceed the number of authorized users.

Installations comprising servers and client-based PCs, are required to obtain separate licenses for the number of users on each platform. Authorized users are not transferable between platforms.

EXHIBIT C Discount Schedule

This exhibit governs the discounts and other discounting information for the Licensed-Software provided to Licensee by Dynamic. Licensee shall choose one (1) of the plans outlined below and adhere to the guidelines demonstrated in the table during the entire term of this Agreement.

OPTION PLAN 1 (Distributor Plan)

Licensee chooses to purchase Dynamic products and services through the following authorized Dynamic Distributor:

Licensee agrees that, by choosing this plan, Licensee will negotiate discounts and purchase Dynamic products and services, to be supplied and/or performed by Dynamic, from the above named Distributor. However, Licensee agrees to remain bound by the terms and conditions of this Agreement, irrespective of conflicting terms and conditions of purchase orders or agreements Licensee may sign with any third-party.

OPTION PLAN 2 (Prepayment Plan)

Licensee chooses Discount Level: # _____

The discount schedule is determined by a prepayment for a specific quantity of Licensed-Software based on Dynamic's Corporate Price List effective on the date Dynamic accepts Licensee's order. Invoices are issued at the selected discount rate until the prepayment is exhausted. Should any portion of a prepayment be unused at any termination of this Agreement by Dynamic or Licensee, the most recent prepayment will be assumed to be reduced by the outstanding credit on account at the time of termination and any invoices issued against that prepayment will be recomputed at the discount which would have been granted for the reduced prepayment with any final remaining credit balance returned to the Licensee. Continued qualification for a given discount requires the renewal of the corresponding prepayment for that discount on or before exhausting the prepaid credit balance.

| Discount Level | Discount Percent | Prepayment Amount |
|-------------------|---------------------|----------------------|
| 4 | 40 % | \$ 0. |
| 5 | 50 % | \$ 15,000. |
| 6 | 60% | \$ 55,000. |
| 7 | 65% | \$ 75,000. |

EXHIBIT D GTDR Agreement

Licensee agrees not to remove or export, directly or indirectly, from the United States or re-export, directly or indirectly, from anywhere any part, derivative or modification of the Licensed-Software or any other U.S.A. source technical data acquired from Dynamic Concepts, Inc. or any of its affiliated companies or any products utilizing the Licensed-Software or such technical data, to: Libya, Cambodia, Cuba, Haiti, Iraq, North Korea or to any other Group Q, S, W, Y OR Z country (as specified in Supplement No. 1 to Section 770 of the U. S. Export Administration Regulations or any successor thereto) or otherwise except in compliance with, and with all licenses, permits and approvals required under, all applicable export and other laws, regulations and orders, including those of the U.S. Office of Export Licensing and the U.S. Department of Commerce.

For purposes of this agreement, the term "technical data" means information of any kind that can be used or adapted for use in the design, production, manufacture, utilization or reconstruction of any commodity. The data may take a tangible form such as model, prototype, blueprint, engineering drawings, software or operating manual; or they may take an intangible form such as a technical service or a verbal discussion. "Commodity" means any product, accessory, spare part, tool or other article, material, or supply except technical data.

ACCEPTED BY Licensee

Authorized Signature(s)

Print/Type Signature

Title/Date

Attest: _____

Print/Type Name

EXHIBIT E
Licensee Supplied Value-Added Items

Licensee agrees to remarket Licensed-Software with the following value added items:

Target Market: _____

Software Trade name: _____

Description: _____

Target Market: _____

Software Trade name: _____

Description: _____

Target Market: _____

Software Trade name: _____

Description: _____

EXHIBIT F Territory

The Territory to which the licenses and other rights granted to Licensee hereunder shall apply shall consist of those countries **CIRCLED** below. Dynamic may add to or delete from the list upon written notice to Licensee.

Argentina
Austria
Belgium
Brazil
Canada
Denmark
Finland
France
Germany
Greece
Hong Kong
Iceland
Indonesia
Ireland
Israel
Italy
Luxembourg
Mexico
Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom
United States of America