

Stoneware Unified Workspace License Agreement

For and in consideration of the mutual promises and obligations set forth below and other good and valuable consideration, Licensors and Licensee affirm and agree as follows:

1. Definitions. As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings indicated, and all terms defined in the singular shall have the same meanings when used in the plural and vice versa:

a. "Affiliate" means an entity that owns a controlling interest in the Licensee, or an entity in which the Licensee owns a controlling interest, or an entity that is under common control with Licensee, and all employees, officers, partners, consultants and contractors within its business operation.

b. "Computing Environment" means the configuration of computer hardware and software described in Supplement A of this Agreement for operation of the Software.

c. "Documentation" means all user manuals and related technical documents required to install and operate the Software.

d. "In Use" means that any portion of the Software is either loaded in the memory of a computer ("Loaded") or stored on a hard disk or other medium ("Stored").

e. "Licensed System" means the Software and the Documentation licensed under this Agreement and any modifications, updates, enhancements or improvements to either.

f. "Licensee" means the person, firm or corporation named in this Agreement as the "Licensee" and all employees, officers, partners, consultants and contractors within its business operation.

g. "Scope of Use" means the specifications in Supplement A of this Agreement of the authorized installation locations and the authorized users of the Software.

h. "Software" means the Stoneware Unified Workspace computer software product licensed under the terms of this Agreement.

2. License.

2.1 Subject to all the provisions of this Agreement, Licensors grants to Licensee, and Licensee accepts, a perpetual, non-exclusive, non-transferable license to use the Licensed System within the limitations of the Scope of Use specified in Supplement A.

2.2 Licensee agrees that Licensors may use appropriate means, including program code and other devices, to limit the number of computers on which the Software can be In Use to the number authorized within the Scope Of Use.

2.3 Third Party Software Components. Some Software and future updates and patches include third party components, including open source software components. These third party components are provided to Licensee under separate terms and conditions different from this Stoneware License Agreement, typically found in a separate license agreement, the header file of the component source code or in a README (or similarly titled) file. The third party's license terms and use restrictions will solely govern the use of such components. To the extent that there may be conflict between this Stoneware License Agreement and applicable third party license terms, the third party license terms shall control.

3. Retention of Title. Licensee agrees that all title, ownership, and intellectual property rights, including without limitation, patent, trademark, copyright and trade secret rights, in and of the Licensed System, in whole or part, shall always remain with Licensor.

4. Delivery and Acceptance. Licensor may deliver and install the Licensed System to Licensee and the Licensed System shall be deemed delivered and accepted upon installation by Licensor. Otherwise the Licensed System shall be delivered upon Licensee's purchase of the License.

5. Term. The term of this Agreement shall be in perpetuity, unless terminated pursuant to the provisions of the Section titled "Termination".

6. Maintenance and Support Services.

6.1 Licensor shall offer to Licensee the opportunity to enter into a Maintenance and Support Services Agreement that references this Agreement. If Licensee enters into the Maintenance and Support Services Agreement and pays the Annual Maintenance and Support Fee, Licensor shall provide maintenance and support services for the Licensed System as specified in the Maintenance and Support Services Agreement.

6.2 If Licensee does not enter into the Maintenance and Support Services Agreement, Licensor shall have no obligation to provide maintenance and support services for the Licensed System to Licensee except as provided in the Section of this Agreement titled "Limited Warranty."

7. Confidentiality.

7.1 Licensor and Licensee each acknowledge that, except as set forth in paragraph 7.2, all material and information of the other party which has or will come into its possession or knowledge in connection with this Agreement or its performance, consists of confidential or proprietary information ("Confidential Information"), the unauthorized disclosure of which to third parties or use by third parties may cause immediate and irreparable harm to the other party. Both parties therefore agree to hold the Confidential Information of the other party in the strictest confidence, not to make use of it other than for performance of this Agreement or as prescribed by law, and not to release or make any portion of it available by assignment, sublicense, transfer, disclosure or any other means for copying or use by any person, firm or corporation not a party to this Agreement.

7.2 The parties expressly agree that Confidential Information does not include, and the obligations of confidentiality set forth in this Agreement shall not apply to, information which:

a. is or becomes known to the general public through no wrongful act of the party receiving such information under the provisions of this Agreement; or

b. was known or possessed by the receiving party prior to its disclosure by the other party; or

c. is received by a party to this Agreement without obligations of confidentiality from a third party which has the legal right to give such information.

7.3 Both parties shall continue to be bound by the provisions of this Section after termination of this Agreement.

8. Reverse Engineering. Licensee shall not perform any action or use the Licensed System in any way for reverse engineering of the Software or other related technology underlying or included in the Licensed System.

9. Copying. Licensee shall not make any copies of the Licensed System in whole or part except as authorized under this Agreement. Subject to the requirements of the Section titled "Notice Marking," Licensors authorize Licensee to make copies of the Software and the Documentation:

- a. for archival and backup purposes; and
- b. to replace a defective copy.

10. Modifications. Except for modifications that Licensee makes for its internal use by using the capabilities provided in the Software, Licensee shall not make any modifications to the Licensed System.

11. Unauthorized Use.

11.1 Licensee shall keep the Licensed System and all copies of the Licensed System and portions of it safe and take all actions reasonably necessary to protect the Licensed System and all copies of it from unauthorized use, access or copying. With respect to those employees or other persons acting on Licensee's behalf to whom such disclosure or access is necessary for purposes related to Licensee's use of the Licensed System, Licensee shall take appropriate action by instruction, agreement or otherwise with respect to each such person to fully comply with Licensee's obligations under this Agreement. Further, Licensee shall promptly notify Licensors in writing of any known or suspected instances where unauthorized access, use or copying has occurred and of the remedial measures taken by Licensee.

11.2 Licensors expressly condition the license granted under this Agreement upon Licensee's continuous and complete compliance with the provisions of this Section; and any breach of this Section will be a basis for termination under the provisions of the Section titled "Termination".

12. Notice Marking. Licensee agrees that any copies of the Software, Documentation, training materials or other materials included in the Licensed System that it makes under the provisions of this Agreement shall bear all copyright, trademark or other proprietary notices included in such materials by Licensors.

13. Limited Warranty.

13.1 Licensors warrant that the performance of the Software will substantially conform to specifications in the Documentation supplied simultaneously with the most recent, unaltered, standard version of the Software delivered to Licensee. If Licensee reports a non-conformity that is a material failure of the Software to perform in accordance with the specifications in the Documentation to Licensors within ninety (90) days after the Software is Delivered, Licensors' sole obligation shall be to remedy the nonconformity at no charge to Licensee. Licensee shall provide to Licensors, at no charge, sufficient support and test time on Licensee's computer equipment to identify the nonconformity, certify that the non-conformity results from error of the Software and certify whether or not the non-conformity has been remedied.

13.2 The foregoing limited warranty is null and void if the alleged nonconformity or damage to Licensee is proximately caused by any of the following:

- a. any modification of the Licensed System by Licensee;
- b. Licensee failing to perform a required duty or duties; or
- c. Licensee performing a required duty in an improper manner.

13.3 The foregoing limited warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Licensor shall not be liable for any lost profits, incidental or consequential or exemplary damages to Licensee or any third party occurring out of or in connection with the use or performance of the Licensed System, even if Licensor has been advised of the possibility of such incidental or consequential damages. Licensor shall not be liable for any loss or damage of any type suffered by Licensee or any third party as a result of any business activity performed with the use or assistance, either in whole or in part, of the Licensed System or any part of it. Further, Licensor shall not be liable for any direct or indirect damages of any type or nature, except as provided in the Section titled "Licensor's Indemnifications."

13.4 Licensor provides no warranty of any kind for unauthorized copies of the Software.

13.5 The provisions of this Section shall survive the termination of this Agreement.

14. Limitation of Liability. Except for its obligations under the Section titled "Licensor's Indemnification," Licensor's maximum liability to Licensee for any cause whatsoever is limited to an amount equal to the License Fee with respect to the Licensed System paid to Licensor by Licensee under this Agreement.

15. Licensor's Indemnification.

15.1 Licensor, at its own expense, shall defend any legal action brought against Licensee to the extent that it is based upon a claim that the normal operation, possession or use by Licensee of the Licensed System infringes a patent, copyright or intellectual or industrial property rights of any person, firm or corporation not a party to this Agreement (an "Intellectual Property Infringement"), provided that Licensee:

a. gives notice to Licensor of any claim or action of an Intellectual Property Infringement within 10 days of becoming aware of it; and

b. gives Licensor the sole conduct of the defense to any claim or action of an Intellectual Property Infringement and does not admit liability or otherwise settle or compromise the claim or action except upon the express instructions of Licensor; and

c. acts in accordance with the reasonable instructions of Licensor and gives to Licensor such assistance as it shall reasonably require with respect to the conduct of the defense including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court process and the provision of all relevant documents. If Licensee meets these conditions, Licensor shall indemnify and hold Licensee harmless with respect to all losses, liabilities, costs, expenses, and damages actually incurred by Licensee arising out of a claim of an Intellectual Property Infringement notwithstanding the limitations of the Section titled "Limitation of Liability."

15.2 If the Licensed System or any part of it becomes, or in Licensor's opinion is likely to become, the subject of a claim of an Intellectual Property Infringement, Licensor shall be entitled at its option, to either:

a. procure for Licensee the right to continue using the Licensed System;

b. make alterations or modifications to the Licensed System so that it becomes non-infringing without incurring a material diminution in performance or function;

c. replace the Licensed System with a non-infringing substitute provided that such substitute does not entail a material diminution in performance or function; or

d. if none of these alternatives is reasonably available to Licensor, terminate this license and this Agreement upon one (1) month's written notice.

15.3 Licensor shall have no liability to Licensee in respect of an Intellectual Property Infringement, or a claim of an Intellectual Property Infringement, that:

- a. results from any breach of Licensee's obligations under this Agreement;
- b. is based upon a use of other than the most recent, unaltered, standard version of the Licensed System provided by Licensor; or
- c. is based upon a use or combination of the Licensed System with programs not supplied by Licensor.

15.4 The provisions of this Section shall survive the termination of this Agreement.

16. Injunction. If Licensee attempts to use, copy, license or convey the Licensed System, any portion of it or any copies of it in a manner contrary to the provisions of this Agreement, Licensor shall have, in addition to any other remedy, the right to injunctive relief, Licensee acknowledging that other remedies are inadequate to fully protect Licensor.

17. Termination.

17.1 If, at any time, Licensee defaults in the performance of any of its obligations under this Agreement and such default is not corrected within thirty (30) days after Licensor has given Licensee written notice specifying such default, in addition to any other remedies that it may have, Licensor shall have the right to terminate this Agreement for cause by giving written notice of termination to Licensee, and this Agreement shall then immediately terminate. Licensee shall have the right to cure any such default before the expiration of the thirty (30) day notice period, and, in the event that Licensee does cure such default, Licensor shall not have the right to so terminate this Agreement.

17.2 Termination shall not relieve either party of its preexisting obligations under this Agreement.

18. Return of the Licensed System. Within thirty (30) days after any termination of this Agreement, Licensee shall cease all use and make no further use, in whole or part, of the Licensed System and shall either return the Licensed System and all copies of it, in whole and part, to Licensor or destroy all such materials. With this return or destruction of the Licensed System, Licensee shall certify in writing in a form provided by Stoneware that the original and all copies in whole and in part and in any form of the Licensed System have been either delivered to Licensor or destroyed.

19. Infringement. Licensee shall promptly notify Licensor in writing of potential or threatened infringement of Licensor's proprietary rights in the Licensed System by any person, firm or corporation of which Licensee becomes aware during the term of this Agreement.

20. ELECTRONICALLY DELIVERED SOFTWARE: You shall be responsible for downloading the Software and bear risk of loss relating thereto, including the failure of a computer, hard drive, or internet connection. Internet or other connection charges in connection with the download, access, and use of the Software shall be your sole responsibility

21. Notices. Any notice, request, instruction or any document to be given under the provisions of this Agreement shall be in writing, in the English language, and shall be either delivered by hand or sent, properly addressed, by email to the email ID provided below; courier service; or certified mail. Any notice, request, instruction or document that is to be delivered across international borders, if it is not sent by email, shall be sent by a courier service that will guarantee delivery to the addressee by the fifth business day after posting. Said notice, request, instruction or document shall be deemed to have been given at the time it is delivered by hand or email, one (1) business day after it is posted by the sender if sent by a courier service that guarantees overnight delivery, or five (5) business days after it is posted by the sender if sent by certified mail or other courier service. The original of any notice, request, instruction or document sent by email shall be sent promptly to the addressee by certified mail or courier service.

The proper addresses and email IDs of the parties shall be as set out below or as they may be changed by notice similarly given.

Stoneware, Inc.
3400 E Coliseum Blvd, #310
Fort Wayne, IN 46805
U.S.A.
Phone: (317) 669-8730 or 888-473-9485
Email: orders@lenovosoftware.com

22. Assignment. With the prior written consent of Licensor, which consent shall not be unreasonably withheld, Licensee may assign this Agreement and all Licensee's rights and obligations hereunder to a person, corporation or other entity controlling, controlled by or under common control with Licensee or to any person, corporation or other entity acquiring all or substantially all the assets of Licensee.

23. Benefit. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest and permissible assigns of the parties to this Agreement.

24. Taxes. Licensee shall pay all sales, property, excise, use, value added and other federal, state or local taxes and charges that become due and payable by reason of this Agreement, this license of the Licensed System or the use or possession of the Licensed System by Licensee, excluding taxes directly imposed on Licensor's income. If a certificate of exemption or similar document is to be used in order to exempt Licensee from such liability, Licensee shall furnish a copy of such certificate or document to Licensor.

25. Force Majeure. Neither party shall be deemed to be in default of any obligation under this Agreement as a result of acts or events beyond its reasonable control, including any grounds of commercial impossibility or commercial impracticability. Licensor shall not be deemed to be in default of any obligation under this Agreement as a result of failure or malfunction of equipment or software not supplied by Licensor.

26. Payment Terms. All fees, prices and other monetary amounts stated in this Agreement are in United States Dollars in immediately available funds unless expressly specified otherwise. Licensee shall pay a fee equal to the lower of one and one-half percent (1.5%) per month or the highest legal rate allowed on all past due balances owed by Licensee under this Agreement. If Licensee fails to remit any amount payable to Licensor within thirty (30) days after the date of due payment, Licensor may, in addition to all other rights and remedies under the Agreement and at law or equity, terminate this Agreement, under the provisions of the Section titled "Termination." Amounts that are due and payable shall survive the termination of this Agreement.

27. Compliance with U.S.A. Export Laws. Licensee agrees that it will not export or re-export the Licensed System in any form without the appropriate United States of America and foreign government licenses and approvals. Licensee agrees that its obligations under the provisions of this Section shall survive any termination of this Agreement.

28. Severability. If any portion of this Agreement is stricken as an invalid provision, the remaining portions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties.

29. Waiver. Failure of either party to this Agreement to exercise any of its rights under this Agreement in a particular instance shall not be construed as a waiver of those rights or any other rights under this Agreement for any purpose.

30. Choice of Law and Venue. The parties stipulate that this Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Indiana and that the exclusive forum for any litigation relating to the construction, interpretation, or enforcement of this Agreement among the parties shall be in the appropriate state or federal court within Marion County, Indiana, U.S.A.

31. Entire Agreement. This Agreement, together with all supplements, documents and agreements referred to herein, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. No provision of this Agreement shall be varied or modified by any prior or subsequent statement, conduct or act of either of the parties, except that, hereafter the parties may amend this Agreement by written instrument specifically referring to this Agreement and signed by both parties. The Section and Subsection numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have caused their authorized agents to execute this Agreement as indicated below, effective the date first written above.

BY INSTALLING THE SOFTWARE THE LICENSEE ACKNOWLEDGES THAT THE LICENSEE HAS READ THIS AGREEMENT AND UNDERSTANDS IT, AND THAT LICENSEE AGREES TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT.

SOFTWARE LICENSE AGREEMENT

SUPPLEMENT A

COMPUTING ENVIRONMENT AND SCOPE OF USE

1. COMPUTING ENVIRONMENT

The Computing Environment shall be computer hardware and software conforming to the specifications set forth in the Documentation supplied simultaneously with the version of the Software in use by Licensee.

2. SCOPE OF USE

a. Quantity of the Software authorized to be In Use:

The Licensed System may be used by Licensee for the number of users specified by Stoneware in its invoice for the Licensed Systems acquired by Licensee.

b. NOT FOR RESALE and FREE EVALUATION License Limitations:

i. NOT FOR RESALE – This license is for a reseller's internal use of the Software for evaluation purposes for the period and number of users specified in the documentation provided with the NOT FOR RESALE Software License.

ii. FREE EVALUATION: This license is for a prospective end user's use of the Software for evaluation purposes for the period and number of users specified in the documentation provided with the FREE EVALUATION Software License.