
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("License") is made as of the Effective Date (as defined below) by and between Image API, Inc. with offices located at 2670 Executive Center Circle West, Tallahassee, Florida 32301 ("Licensor") and [Name of Licensee] with facilities located at [Address of Licensee] ("Licensee").

WITNESETH

WHEREAS, Licensor is a Florida corporation formed for, among other things, the purpose of developing and marketing Electronic Document and Content Management Software; and

WHEREAS, Licensor owns or has rights in certain computer software for Electronic Document and Content Management Software ("EIS"); and

WHEREAS, Licensee requires software for Electronic Document and Content Management Software EIS; and

WHEREAS, Licensee desires to license EIS.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, intending to be legally bound, Licensor and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties is true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the date the Software is accepted by Licensee as provided under this License.

(2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise the Software.

(3) Cancellation Notice: The term "Cancellation Notice" shall mean written notice sent by one party to this License to the other party to this License seeking to terminate this License because of breach by such other party.

(4) Computer: The term "Computer" shall mean that certain computer system as described in Exhibit A which is attached hereto and by this reference incorporated herein.

(5) Customization: The term "Customization" shall mean any custom modifications to the Software undertaken by Licensor in connection with the implementation of the Software.

(6) Documentation: The term "Documentation" shall mean that certain EIS User's Guide including all updates thereto.

(7) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Licensee to Licensor identifying discrepancies between the actual performance of the Software and the performance of the Software as described in the Documentation.

(8) Effective Date: The term "Effective Date" shall mean the date this License is signed by Licensor.

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(9) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation", "implementing" and "implemented") shall mean to load and make available for user access.

(10) License Fee: The term "License Fee" shall mean that certain fee charged to Licensee by Licensor for the license granted to Licensee by Licensor under this License.

(11) License Term: The term "License Term" shall have the meaning set forth in Section 4.02 of this License.

(12) Licensee: The term "Licensee" shall mean [Name of Licensee].

(13) Remote Access: The term "Remote Access" shall mean or similar device access to the Software via the Internet or an intranet using a modem or similar device.

(14) Software: The term "Software" shall mean the executable code for that certain software commonly referred to as EIS as made available to Licensee by Licensor on the Effective Date. In the event of any Customization of the Software, the term "Software" shall also include such Customization.

(15) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of Electronic Document Management (in accordance with this License) demonstrating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software.

(16) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for employees authorized by Licensee to access the Software for the purposes of electronic document management (in accordance with this License) being provided by

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Licensee, demonstrating the performance, utility and functions of the Software and training employees of Licensee in the use of the Software.

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: Subject to the provisions of this License, Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-sublicensable license to use the Software on the Computer and to use the Documentation for the License Term.

Section 2.02 -- Acceptance: Licensor shall implement the Software on the Computer. Upon completing implementation of the Software, Licensor shall demonstrate the Software to Licensee. Upon completing demonstration of the Software, the Software shall be deemed delivered to Licensee. The Software shall be deemed accepted by Licensee thirty (30) days after delivery of the Software unless a Defect Notice is received by Licensor by such thirtieth (30th) day. Upon receiving a Defect Notice from Licensee within such thirty (30) day period, Licensor shall review the asserted discrepancy between the actual performance of the Software and the performance of the Software described in the Documentation to determine if the discrepancy is valid. If, in the reasonable professional judgment of Licensor the discrepancy is valid, Licensor shall correct the discrepancy and resubmit the Software for acceptance by Licensee. If, in the reasonable professional judgment of Licensor such discrepancy is not valid, Licensor shall submit to Licensee a written explanation of the reasons why such asserted discrepancy is not valid. Such written explanation of Licensor shall be deemed accepted by Licensee within ten (10) days after Licensee's receipt of the written explanation unless Licensor receives from Licensee written notice rejecting such explanation and terminating this License within such ten (10) day period. Upon receipt of a Defect Notice from Licensee by Licensor as set forth above, the Software shall be deemed

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accepted by Licensee except as to the discrepancies specified in the Defect Notice (which will be deemed to be accepted ten (10) days after receipt of the explanation unless the License is terminated as provided above within such ten (10) day period).

Section 2.03 -- Risk of Loss: Licensee assumes risk of loss to the Software as of the Acceptance Date.

Section 2.04 -- Authorized Use: Licensee shall prevent Unauthorized Users from accessing the Software in any way whatsoever. Licensee shall prevent Unauthorized Access to the Software.

Section 2.05 -- Site Only: Licensee shall use the Software only on the Computer and only at the facilities of Licensee. Excepting Remote Access by Licensor in accordance with this License, Licensee shall prevent all Remote Access.

Section 2.06 -- Demonstrations: Licensee shall allow Licensor scheduled access to the Computer, Software and personnel of Licensee for the purpose of demonstrating the performance, functions, utility and features of the Software to potential customers of Licensor. Such demonstrations shall be scheduled at least twenty-four hours in advance. Such demonstrations shall not last more than two hours and shall be conducted only during the hours of 9:00 a.m. to 4:00 p.m. local time. Monday through Friday (excluding holidays). Such demonstrations shall be conducted by Licensee personnel under the direction of Licensor.

ARTICLE III: PAYMENT

Section 3.01 -- Fees: Licensee shall pay one-half of the License Fee to Licensor upon signing of the License and the remaining balance of the License Fee on the Acceptance Date.

Section 3.02 -- Costs: Licensee shall pay all direct costs incurred by Licensor in providing any services pursuant to this License, including without limitation the performance of any Customization. Such direct costs shall include (without limitation) postage, telephone, material and reproduction costs. Travel reimbursement shall be in accordance with Section 4.G. of DIR Contract No. DIR-SDD-939.

Section 3.03 -- Invoicing and Payment: Invoicing and Payment shall be in accordance with Sections 7.B. and 7.C. of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 3.04 -- Taxes: Taxes shall be in accordance with Section 4.F of DIR Contract No. DIR-SDD-939.

ARTICLE IV -- TERMINATION

Section 4.01 – intentionally omitted.

Section 4.02 -- Term: The term of this License shall commence on the Effective Date and shall continue for a period of **[five (5) years] [perpetually]** thereafter (“License Term”), unless earlier terminated in accordance with this Article IV.

Section 4.03 – Termination: Termination shall be in accordance with Section 10.B. of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 4.04 – Termination of Software Maintenance Agreement: This License shall automatically terminate upon the termination of that certain Software Maintenance Agreement being entered into by the parties as of the Effective Date (“Software Maintenance Agreement”).

Section 4.05 – Effect of Termination; Destruction of Software: Upon termination of this License, except as otherwise specifically provided, all rights and licenses granted to each party by the other party hereunder shall automatically cease and revert back to the

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granting party without any further action, and all payments (including all interest accrued on late payments that have accrued under this License but have not been paid prior to termination or expiration shall be immediately due and payable following such termination or expiration. Additionally, to the extent authorized by applicable records retention laws and policies, Licensee shall destroy all Software and Documentation provided to Licensee by Licensor pursuant to this License and shall provide Licensor with a certificate of compliance with this Section 4.07 signed by an authorized representative of Licensee. Articles III, VI and VII, and Sections 4.07 and 5.04, shall survive without limitation termination or expiration of this License.

ARTICLE V: WARRANTY

Section 5.01 – Software Warranty: Licensor represents and warrants that as of the Effective Date, the Software shall perform substantially in accordance with the specifications, as set forth in the then existing Documentation. This warranty expires upon the Acceptance Date.

Section 5.02 – Services Warranty: Any services to be provided by Licensor hereunder shall conform to the standards generally observed in the industry for similar services. Such services shall be performed in compliance with all applicable laws, rules, regulations or orders.

Section 5.03 -- Original Development: Licensor represents and warrants that the Software is owned exclusively by Licensor or Licensor has sufficient rights therein in order to license the Software to Licensee under this License and that the Software does not infringe upon or violate any U.S. patent or copyright of any third party.

Section 5.04 -- WARRANTY LIMITATION: THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

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FITNESS FOR A PARTICULAR PURPOSE OR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF NON INFRINGEMENT, AND WARRANTIES OF ERROR-FREE OPERATION.

Section 5.05 -- Indemnification: Acts or Omissions shall be in accordance with Section 9.A.1) of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 5.06 – Infringements: Infringement shall be in accordance with Section 9.A.2) of Appendix A of the DIR Contract No. DIR-SDD-939. If the operation or use of the Software in accordance with this License is found to infringe any third party intellectual property right, Licensor shall perform one or more of the following actions in lieu of any and all other remedies available at law or in equity:

(1) Replacement: Replace the Software by implementing on the Computer a non-infringing software product of equivalent functional and performance capability of the Software;

(2) Modification: Modify the Software to avoid the infringement without eliminating the functional and performance capabilities of the Software as described in the Documentation;

(3) Obtain License: Obtain a license from the third party claiming infringement for Licensee's use of the Software.

(4) Refund and Termination: If any of the foregoing options are not reasonably available to Licensor, terminate this License and refund to Licensee the License Fee.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to the Software and Documentation, including but not limited to ownership rights to any and all patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of

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Licensor and any licensors. Further, except for the rights expressly granted hereunder, Licensee shall have no rights whatsoever in or to the Software or the Documentation, all such rights being expressly reserved by Licensor and any licensors.

Section 6.02 – Equipment: Licensee shall provide at its expense the Computer and all other equipment necessary to access the Software.

Section 6.03 -- Reverse Engineering: Licensee shall not or cause or permit any person to modify, adapt, translate, reverse engineer, decompile, disassemble, translate or create derivative works based on the Software without the prior written consent of Licensor.

Section 6.04 -- Confidentiality: Licensee hereby acknowledges that the Software and the Documentation may contain information that may be trade secret and proprietary to Licensor. Licensee hereby agrees, to the extent permitted under the Texas Public Information Act, not to disclose such information except to persons and organizations expressly authorized by Licensor to receive such information. Licensee shall not remove or alter any copyright notices or proprietary legends affixed by Licensor to the Software.

Section 6.05 -- Copies: Licensor shall make available to Licensee an additional copy of the Software and Documentation for back-up use only on the Computer. To the extent authorized by the Texas Public Information Act, Licensee shall not copy the Software or Documentation and shall not allow the Software or Documentation to be copied without the prior written consent of Licensor.

Section 6.06 -- Limitation of Damages: LICENSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION) LOST PROFITS, LOSS OF DATA, AND BUSINESS INTERRUPTION) RESULTING FROM, OR ARISING OUT OF,

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IMPLEMENTATION, ACCESS OR USE OF THE SOFTWARE OR DOCUMENTATION BY LICENSEE OR THE PERFORMANCE BY LICENSOR OF ANY SERVICES HEREUNDER. LICENSOR SHALL BE EXCUSED FROM PERFORMANCE AND SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LICENSE BECAUSE OF CIRCUMSTANCES BEYOND THE CONTROL OF LICENSOR, WHICH SUCH CIRCUMSTANCES SHALL INCLUDE (WITHOUT LIMITATION) NATURAL DISASTER, TERRORISM, LABOR DISPUTES, WAR, DECLARATIONS OF GOVERNMENTS, TRANSPORTATION DELAYS, FAILURE OF THE COMPUTER, TELECOMMUNICATIONS FAILURE AND MISUSE OF THE SOFTWARE OR DOCUMENTATION BY LICENSEE. IN NO EVENT SHALL THE LIABILITY OF LICENSOR EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE UNDER THIS LICENSE.

ARTICLE VII: GENERAL

Section 7.01 – Assignments: All assignments shall be in accordance with Section 4.D. of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 7.02 -- Entire License: Excepting the Software Maintenance Agreement between Licensor as Vendor and Licensee as Customer, DIR Contract No. DIR-SDD-939 and this License contain the entire understanding of the parties and supersede previous verbal and written agreements between the parties concerning licensing of the Software. In the event of a conflict between this License and the DIR Contract No. DIR-SDD-939, the DIR Contract controls.

Section 7.03 – Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy for a breach by Licensee of the provisions of this License. Therefore, to the extent authorized by Texas law and constitution, Licensor shall have the right of

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specific performance, injunction or other equitable remedy in the event of a breach of this License by Licensee.

Section 7.04 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this License shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties.

Section 7.05 -- Severability: If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.06 -- Captions: The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

Section 7.07 -- Counterparts: This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.08 -- Governing Law: This License is governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

Section 7.09 -- Notice: Notices shall be in accordance with Section 11.A. of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 7.10 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require

Section 7.11 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be borne by the filing party. If either party has a bankruptcy proceeding filed against it, the other party shall recover attorney

fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 7.12 -- Waiver: Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.13 -- Relationship of the Parties: It is agreed that the relationship of the parties is that of Licensee and Licensor. Nothing herein shall be construed as creating partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

Section 7.14 -- Dispute Resolution: Dispute Resolution shall be in accordance with Section 10.A. of Appendix A of the DIR Contract No. DIR-SDD-939.

Section 7.15 -- Export Compliance: All Software and Documentation delivered under this License is subject to the export control laws and regulations of the U.S. and any amendments thereof. Licensee agrees that it will not directly or indirectly export, re-export, transfer, transmit, resell or divert by any means, the Software or Documentation, to any destination, individual or entity prohibited or restricted under applicable export law.

Section 7.15 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the date of this License to the best of their knowledge.

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IN WITNESS WHEREOF, this License has been executed as of the date first written above.

For Licensor

WITNESS: Image API, Inc.

Name

Name and Title

Date

Date

For Licensee

Name and Title

Date

EXHIBIT A

COMPUTER HARDWARE DESCRIPTION

COMPUTER SYSTEM DESCRIPTION

The Term "Computer" shall mean the following Computer Hardware: