

SECTION 1. Grant of License.

1.1 Software. Axium hereby grants to Licensee, subject to the terms and conditions of this License, a nonexclusive, nontransferable license to use AJERA\AJERA PORTFOLIO (the "Software"). The term "Software" includes both the server applications and programs of the Software (the "Server Application") and the client applications and programs of the Software (the "Client Application"), including any documentation, revisions, user upgrades, modified versions or updates of the Software which may be provided to Licensee by Axium or an independent Axium authorized dealer ("Authorized Dealer").

1.2 Effective Date. This License shall be effective as of the original date of installation of the Software by Licensee.

SECTION 2. License; Restrictions and Limitations on Use of Software.

2.1 Payment for Software. Licensee shall pay the License Fee listed on the invoice delivered to the Licensee by Axium or an Authorized Dealer in accordance with the payment terms listed on the invoice.

2.2 Installation of Software.

(a) Licensee may install the Server Applications on one computer, setup and designated by Licensee as a network server ("Authorized Server"). Except as specifically set forth in this Section 2.2(a), Licensee shall not install the Server Applications on more than one computer without the prior written consent of Axium. The Server Applications may be installed on a computer, in addition to the Authorized Server, for the sole purpose(s) of software and system testing and employee training ("Training and Testing Server"). Licensee agrees and acknowledges that, in the event the Server Applications are installed on a Training and Testing Server for employee training purposes, Licensee shall completely remove the Server Applications from the Training and Testing Server upon the conclusion or cessation of employee training.

(b) Licensee may install the Client Applications on any number of Licensee's workstations or computers operating on a single computer network connected and/or linked to the Authorized Server.

2.3 Software Operating Environment and Design.

(a) It is Licensee's responsibility to conform to Axium's stated hardware and operating system requirements as listed in the user documentation.

(b) The Software was designed by Axium to serve as a full-featured accounting solution for architectural and engineering firms located in the United States (the "US") and therefore, exclusively follows US taxing and reporting requirements and conditions. Licensee acknowledges that the Software is not designed to accommodate the Canadian gross sales tax or comply with any other Canadian tax laws or regulations. Axium has no intention of developing or integrating specific features and/or enhancements into the Software designed to accommodate the Canadian gross sales tax or comply with any other Canadian tax laws or regulations.

2.4 Copying of Software. Licensee may make copies of the Software, including the Server and Client Applications, for back-up purposes in support of Licensee's use of the Software pursuant to and in accordance with the terms, conditions, limitations and restrictions listed in this License. All copies made by the Licensee shall be marked with the copyright and trademark notice originally listed on the Software by Axium. **LICENSEE MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE.**

2.5 Employee Access to Software. Licensee's use of and access to the Software shall be subject to the following restrictions and limitations:

(a) The Software may only be used with the registration code (the "Code") provided to Licensee by Axium. Licensee understands and acknowledges that the Code is a functional element of the Software and is a "trade secret" as that term is described in Section 3 of this License;

(b) The Software may be used only by those employees of Licensee designated to use the Software by Licensee; and

(c) Licensee understands and acknowledges Axium may adopt from time to time mechanical or electronic methods that Axium deems necessary to control unauthorized use or distribution of the Software.

2.6 Reverse Engineering of Software. Licensee may not decompile the Software, including the Server and Client Applications, from object code to source code or cross compile or otherwise adapt or modify the Software.

SECTION 3. Proprietary Rights.

Licensee acknowledges and agrees that the Software is owned by Axium exclusively, and is protected by United States Copyright Law and International Treaty provisions. Licensee agrees with Axium that the Software and all information or data supplied by Axium and its suppliers in machine-readable form are trade secrets of Axium and its suppliers, are protected by civil and criminal law, and by the law of copyright, are very valuable to Axium, and that their use and disclosure must be carefully and continuously controlled. Licensee further agrees that underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and methods of operation are confidential and contain trade secrets. Licensee agrees not to use, disclose or distribute any trade secrets or confidential information, directly or indirectly, without the prior written consent of Axium. Axium and its suppliers retain title to the Software, user documentation, data and any other information furnished by Axium to Licensee. Licensee agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Software or any related materials or documentation.

SECTION 4. Limited Warranty.

Axium warrants that the Software will perform substantially in accordance with the user documentation accompanying the Software, subject to the terms and provisions set forth in Section 2.3(b) hereof, when used in conjunction with the required operating environment, and that the user documentation is substantially free of errors. Axium does not warrant that the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error free. Axium is not responsible for (a) problems caused by changes in the operating characteristics of computer

hardware of Licensee or computer operating systems of Licensee made after the release of the Software, or (b) problems in the interaction of the Software with any third-party software programs or applications. The warranty covering the Software and user documentation is made for ninety (90) days from the date of the original delivery to Licensee. During this ninety (90) day period, Axium will, at its sole option, either replace or correct any Software that does not perform substantially in accordance with the user documentation with a corrected copy of the Software without charge. Axium will correct material errors in the user documentation without charge. If Axium is unable to provide corrected Software within a reasonable time, Axium will, upon written request by Licensee, refund the fees paid for licensing the Software, and Licensee shall return the Software to Axium. This warranty does not cover any Software that has been altered or changed in any way by anyone other than Axium.

ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, PROMISES AND UNDERTAKINGS, TERMS, GUARANTEES AND COLLATERAL AGREEMENTS, IN ANY WAY RELATING TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES SUCH AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE NOT EXPRESSLY STATED IN THIS LICENSE ARE EXPRESSLY EXCLUDED.

SECTION 5. Termination of License.

Axium may terminate this Agreement by providing Licensee with thirty (30) days prior written notice upon Licensee's failure to comply with any term or condition of this Agreement. Upon termination of this Agreement, Licensee shall destroy the Software or immediately return said Software to Axium, at Axium's option. Additionally, Axium may seek any legal or equitable remedy available against Licensee for any violation of the terms of this Agreement including, without limitation, injunctive relief and specific performance.

SECTION 6. Governing Law.

It is agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, USA, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right or claim arising out of this Agreement will be brought against any of the parties in Washington County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court of the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions, or regulations. Any distribution or license of the Software to the U.S. Government or its agencies or instrumentality (the "Government") is made only with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause as DFAR 252.227-7013, or is as set forth in the particular department or agency regulation or rules which provide Axium protection equivalent to or greater than the above cited clause.

SECTION 7. Patent and Copyright.

Axium will defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the Software supplied to Licensee constitutes direct infringement of copyright filed in the United States on or before the date of this License, provided that Axium is promptly informed in writing

and furnished a copy of each communication, notice, or other action related to the alleged infringement and is given authority, information, and assistance necessary to defend or settle such claim. Axium will not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with the Licensee's specification, or from a combination with or an addition to programs not developed and supplied by Axium, or modification of the Software after delivery by Axium. In the event any Software furnished hereunder is, in Axium's opinion, likely to, or does, become the subject of a claim of infringement of a copyright or a patent, Axium may, at its option and expense, procure for Licensee the right to continue using the Software or modify the Software to make them non-infringing or replace them with non-infringing software, which may, at Axium's option, come under this same License. If, in Axium's opinion, none of the foregoing alternatives is reasonably available to Axium, then Axium may refund the purchase price for the Software and terminate this License.

THE FOREGOING STATES THE ENTIRE LIABILITY OF AXIUM WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR ANY PARTS THEREOF AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.

SECTION 8. Transfer Restrictions.

8.1 Permitted Transfer of Software. Licensee may not transfer Licensee's right to use the Software except as follows: (i) Licensee is in receipt of the prior written consent of Axium approving and authorizing the transfer of Licensee's right to use the Software to the proposed transferee, (ii) a transfer fee, in an amount to be determined by Axium, in Axium's sole discretion, is paid to Axium by Licensee, and (iii) written confirmation, or any other evidence that Axium determines is necessary, that Licensee is transferring the most recent version of the Software. Axium and Licensee acknowledge and agree that Licensee may transfer Licensee's right to use the Software to a successor corporation, company or business entity that purchases and/or acquires all or substantially all of the Licensee's assets or capital stock; provided, that Licensee provides Axium with prior written notice of the sale and the successor corporation, company or business entity agrees in writing to be bound by and subject to all the terms and provisions of this License.

8.2 Condition and/or Version of Software. Licensee may transfer only the most recent version of the Software, which shall include any and all updates and revisions provided or made available by Axium through the date of transfer. Upon transfer of the Software to the successor corporation, company or business entity, Licensee shall not continue to hold and/or retain any version of the Software, and shall erase and/or delete any version of the Software, including the Server and Client Applications, in Licensee's possession.

8.3 Unauthorized Transfer of Software. Any transfer or assignment or attempted transfer or assignment made in violation of this Section 8 shall be null and void and of no binding force or effect.

SECTION 9. Limitation of Remedies and Liability.

9.1 LICENSEE ACKNOWLEDGES THIS LICENSE EXPRESSLY STATES THE ENTIRE RIGHTS OF AND REMEDIES AVAILABLE TO THE LICENSEE AS AGAINST LICENSOR ARISING IN ANY WAY OUT OF THIS LICENSE, AND LICENSOR SHALL NOT BE UNDER ANY LIABILITY TO LICENSEE WHATSOEVER, WHETHER SUCH LIABILITY IS FOR LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL LOSS OR DAMAGE) OR OTHERWISE AND WHETHER SUCH LIABILITY AROSE IN CONNECTION WITH AXIUM SOFTWARE OR SERVICES OR OTHERWISE.

9.2 SUBJECT TO THE FOLLOWING PARAGRAPH 9.3, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, PROMISES, UNDERTAKINGS, TERMS, GUARANTEES AND COLLATERAL LICENSES IN ANY WAY RELATING TO THE SUBJECT MATTER OF THIS LICENSE WHICH ARE NOT EXPRESSLY STATED IN THIS LICENSE ARE EXCLUDED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES, SUCH AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.3 IF ANY ACT OF PARLIAMENT OR OTHER APPLICABLE LAW OR REGULATION RESTRICTS LICENSOR'S ABILITY TO EXCLUDE ITS LIABILITY IN THE MANNER REFERRED TO IN PARAGRAPHS 9.1 AND 9.2, BUT PERMITS LICENSOR TO LIMIT ITS LIABILITY TO ANY ONE OR MORE OF SEVERAL OPTIONS SPECIFIED IN THAT LAW, LICENSOR'S LIABILITY TO LICENSEE, IN LICENSOR'S ABSOLUTE DISCRETION, SHALL BE LIMITED TO ANY ONE OR MORE OF THOSE OPTIONS.

9.4 LICENSEE WARRANTS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION MADE BY LICENSOR OR UPON ANY DESCRIPTION, ILLUSTRATIONS OR SPECIFICATIONS CONTAINED IN ANY DOCUMENT, INCLUDING ANY CATALOGS OR PUBLICITY MATERIAL, PRODUCED BY LICENSOR.

SECTION 10. Integration.

LICENSEE AND AXIUM AGREE THAT THE TERMS OF THIS LICENSE ALLOCATE THE RISKS ASSOCIATED WITH THE USE OF THE SOFTWARE BETWEEN AXIUM AND LICENSEE. SOFTWARE PRICING REFLECTS THIS ALLOCATION OF RISK IN THE LIMITED WARRANTY AND IN THE LIMITATIONS OF REMEDIES AND LIABILITY. LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE, WHICH INCLUDES ALL ADDENDUMS, UNDERSTANDING EACH AND EVERY TERM AND CONDITION, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE AGREES THAT THIS LICENSE IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN AXIUM AND LICENSEE. LICENSEE AGREES THAT THE TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER, OR OTHER REQUEST FOR THE SOFTWARE OR FOR SERVICES HAVE BEEN AND ARE REJECTED BY AXIUM AND THAT THIS LICENSE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, NEGOTIATIONS, OR DISCUSSIONS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREIN. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL BE RELEVANT TO EXPLAIN OR SUPPLEMENT ANY TERMS EXPRESSED HEREIN. LICENSEE FURTHER AGREES THAT NO REPRESENTATIONS OR STATEMENTS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DEALER ADVERTISING, PRESENTATIONS, ORAL OR WRITTEN, MADE BY ANY AGENT OR REPRESENTATIVE OF AXIUM WHICH ARE STATED HEREIN SHALL BE BINDING UPON LICENSEE OR AXIUM. LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS LICENSE INCLUDING, WITHOUT LIMITATION, ANY PROVISIONS RELATING TO WARRANTIES, PREVAIL OVER ANY LICENSES CONTAINED IN THE SOFTWARE PACKAGE AND USER DOCUMENTATION DELIVERED TO LICENSEE PURSUANT TO THIS LICENSE.

SECTION 11. Maintenance and Support.

Licensee may purchase a Software Maintenance and Support Plan from Axium. Authorized Axium maintenance and support services, including access to any and all version enhancements and updates to the Software, shall be available only via duly authorized and executed Plan by and between Axium and Licensee.

SECTION 12. Miscellaneous Provisions.

12.1 Representation. Licensee agrees and acknowledges that, except as specifically set forth in this License, Axiom has not made, and Licensee has not relied upon, any representation or warranty with regard to the Software or Licensee's rights and responsibilities pursuant to and in accordance with this License. This License may not be revised, modified or amended except by written agreement executed by a duly authorized representative of Axiom and Licensee.

12.2 Scope of License. This License shall apply to all Software and any maintenance and support services, now or in the future provided by Axiom, unless otherwise agreed to, in writing, by Axiom and Licensee.

12.3 Future Action. Axiom and Licensee agree that no action, regardless of form, arising hereunder, may be instituted by either party more than one (1) year after the cause of action shall arise except that this limitation shall not apply to the enforcement of any of Axiom's proprietary rights set forth in this License.

12.4 Axiom Contact. All questions or concerns with regard to this License or the Software should be directed to Licensee's local Authorized Dealer or Licensee may direct written notice to *Axiom*, Attn: Customer Service, 9750 SW Nimbus Dr., Beaverton, OR 97008-7172, (503) 626-4935 or ajera_support@axiumae.com.