

PRAGMA EDGE SOFTWARE LICENSE AGREEMENT

This Software License Agreement between Pragma Edge, Inc. ("Pragma Edge") and entity ("Customer") that has ordered Pragma Edge Software from Pragma Edge or an authorized distributor sets forth the terms and conditions applicable to any software products and any related documentation (collectively, "Software") and other materials and related services, licensed or otherwise provided by Pragma Edge. This Software License Agreement may be supplemented by separate schedules identifying particular Software that the parties agree will be licensed or otherwise provided by Pragma Edge to Customer ("Schedules"). This Software License Agreement and each Schedule (collectively, the "Agreement") are subject to acceptance by both Pragma Edge and Customer. Pragma Edge will have no obligation to provide, and Customer will have no obligation to pay for and no license or other rights with respect to, any Software other than Software identified in a Schedule accepted by both parties. If there is a conflict between the terms and conditions of this Software License Agreement and a Schedule, the terms and conditions of the Schedule will prevail but only with respect to the Software subject to the Schedule.

GENERAL TERMS AND CONDITIONS

1. Grant Of License.

(a) Any Software provided by Pragma Edge to Customer will be set forth in a Schedule and will be subject to the terms and conditions of this Agreement, including the applicable Schedule. Each license of Software will (i) be nonexclusive, nontransferable, and perpetual, and (ii) except as otherwise provided in the Schedule, entitle Customer to use one (1) copy of the object code version of the Software listed on the Schedule and one copy of the related user documentation, in each case as such Software and user documentation are made generally available by Pragma Edge. "Software," as defined above, includes all corrections, updates, enhancements, new releases, and other modifications provided by Pragma Edge to Customer (subject to Section 4).

(b) Customer may use the Software for internal use in connection with its own business requirements, including transmitting information to and receiving information from those entities with which Customer exchanges information in the normal course of its business. Customer may also use the Software as part of providing services to its parent corporation or wholly owned subsidiaries for the internal use of such entities, provided that such entities' personnel do not have access to the Software. Customer may not charge, or allow others to charge, any party (including such entities) for use of the Software and may not use the Software on a service bureau basis. Customer has no right to (and will not) use the Software, in whole or in part, except as specifically authorized in this paragraph.

(c) Customer may copy the object code version of the Software into computer memory of the Designated Hardware (as defined below) to the extent required as an essential step in the authorized use thereof. Customer may also make one (1) copy of the Software for archival and back-up purposes. In addition, if Customer licenses multiple copies of the Software, then (1) Pragma Edge will deliver only one (1) copy of the Software, and (2) Customer may make additional copies as long as the cumulative number of copies does not exceed the number licensed to Customer. All copies of the Software will preserve any copyright, confidentiality and other proprietary notices included in the copy provided by Pragma Edge. Customer has no right to (and will not) copy the Software in whole or in part, except as specifically authorized in this paragraph.

(d) Any use of, duplication by, or disclosure to the U.S. Government is subject to the terms of this Agreement and is furnished as unpublished, copyrighted, trade secret, proprietary data with Restricted Rights in accordance with FAR 52.227-19 Commercial Computer Software. The Software manufacturer is Pragma Edge.

(e) Customer may install the Software only on the specific hardware and only at the location, within the United States, designated for the Software in the applicable Schedule ("Designated Hardware" and "Designated Location," respectively), except that (i) in an emergency, Customer may use the Software on another hardware device at the same or another Customer location, so long as Customer returns the Software to its original Designated Hardware and Designated Location (and deletes any copies on such other hardware device) upon termination of the emergency, and (ii) Customer may permanently transfer the Software to a new hardware device at any Customer owned or controlled U.S. location (which will be the new Designated Location), if (A) Customer is current on all fees due and payable, (B) Customer provides no fewer than thirty (30) days' prior written notice to Pragma Edge, and (C) Customer ceases all use of, and deletes any copies of, the Software on the former Designated Hardware, provided that Customer's use of the Software in any case (whether in the emergency or at the new Designated Location) is in compliance with the use restrictions and other terms and conditions contained in this Agreement, including the applicable Schedule. In any event, the Designated Location will be at a Customer owned or controlled location in the United States, and the Designated Hardware will be a Customer owned or controlled hardware device.

(f) The parties acknowledge and agree that Customer has rights only with respect to Software identified in a particular Schedule accepted by the parties, and that Customer has only the licenses and rights set forth in such Schedule and the other provisions of this Agreement. Pragma Edge has and retains all other rights, title and interest in and to the Software, including any portions thereof and information or materials derived therefrom or otherwise provided by or for Pragma Edge in connection therewith. The Software, including such portions and information or materials, may not be used for any purpose other than support of Customer's authorized use of the Software and may not be provided or disclosed to any person other than Customer employees and individual contractors of Customer who have a need to know to support Customer's authorized use of the Software and who have entered into confidentiality agreements with limitations on use and disclosure equivalent to those of this Agreement.

(g) Customer will not modify, sublicense, lease, assign, disassemble, decrypt, or extract the Software. Customer will not decompile or otherwise reverse engineer the Software, or otherwise derive or attempt to derive the source code of, or any processes, techniques, methods, specifications, protocols, algorithms, interfaces, data structures, or other information embodied or used in, the Software.

(h) Customer acknowledges and agrees that the Software may contain, and Pragma Edge may use, asset-protection devices. The Software may also contain software of third parties or be distributed on the same storage media with additional software offered by third parties ("Third Party Vendors").

2. Payment.

(a) All fees are stated and are due and payable, in U.S. dollars, within thirty (30) days from the date of Pragma Edge's applicable invoice. Such invoices shall be issued after the acceptance of a Schedule, and Customer agrees to be liable for fees applicable to the Software set forth in the Schedule. The fees identified on the Schedule are exclusive of shipping and handling charges (if applicable), customs duties, and taxes. In addition, past-due amounts are subject to a late charge equal to one and one-half percent (1 ½%) per month or the maximum amount allowed by law, whichever is less.

(b) Pragma Edge may, with thirty (30) days' notice, audit Customer's use of the Software to verify Customer's compliance with this Agreement, including the applicable Schedule. Customer also agrees to respond to semi-annual audit letters confirming the use of the Software. Customer will keep and maintain complete and accurate records of any copies of the Software, including the location thereof.

(c) The Software shipment method will be stated on the Schedule. If the Software shipment method is physical delivery, then risk of loss for the Software passes to Customer at the time that Pragma Edge delivers the Software to the third-party carrier.

3. Taxes

(a) The amounts to be paid by Customer to Pragma Edge herein do not include any foreign, U.S. federal, state, local, municipal or other governmental taxes, duties, levies, fees, excises or tariffs, (all such amounts, together with any penalties, interest or any additions thereto, collectively "Taxes") arising as a result of or in connection with the transactions contemplated under this Agreement. Pragma Edge can collect all such Taxes from Customer to the extent that Pragma Edge is expressly required or permitted by ordinance, statute, regulation or administrative pronouncement to collect the Taxes from Customer and to the extent that all such Taxes are stated as separate items on a timely invoice that shall comply with the requirements of the applicable law.

(b) Alternatively, if the applicable law permits, Customer shall provide Pragma Edge with a certificate evidencing Customer's exemption from payment of, or liability for, the above Taxes as authorized or required by statute or regulation of the jurisdiction providing said exemption. Customer represents and warrants that it will claim a reseller or any other tax exemption in connection with any transactions hereunder only if and to the extent it is qualified for such exemption and will pay all applicable taxes as a result of such transactions. Customer represents and warrants that it will claim such exemption only by providing evidence of such exemption to Pragma Edge prior to the acceptance of the applicable Schedule. Customer will indemnify and hold harmless Pragma Edge from and against any loss, cost, damage, liability, or expense (including reasonable attorneys' fees) arising from or relating to Customer's breach of any of the foregoing representations and warranties or failure to pay such taxes.

(c) If Customer is required to withhold taxes on payment to Pragma Edge as required by a foreign government, then Customer will immediately supply Pragma Edge with the original income tax receipt or a duly certified or authenticated copy. The receipt should

have (1) Pragma Edge as the company paying the tax (Customer is just remitting the tax payment to the proper tax authorities on behalf of Pragma Edge); (2) the amount subject to income tax withholding; (3) the amount of income tax withholding (4) the date of the income tax payment.

(d) If any taxing or other government authority advises Pragma Edge that it intends to audit Pragma Edge with respect to any taxes or fees for which the Customer is obligated to reimburse Pragma Edge under this Agreement, Pragma Edge shall: (1) promptly so notify Customer, (2) afford Customer an opportunity to participate on an equal basis with Pragma Edge in such audit with respect to such taxes and (3) keep Customer fully informed as to the progress of such audit. Each party shall bear its own expenses with respect to any such audit, and the responsibility for any additional tax, penalty or interest resulting from such audit shall be determined in accordance with the applicable provisions of this Section. If a taxing authority or other governmental entity audits either party, the other party agrees to reasonably cooperate with the party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

4. Maintenance.

(a) Subject to the terms and conditions of this Agreement, Pragma Edge will provide, or arrange for third parties to provide, maintenance and technical support services ("Maintenance") for the Software to Customer for one (1) year from the effective date of the applicable Schedule ("Maintenance Period") if Customer pays the applicable annual maintenance fees ("Maintenance Fees"). Customer may renew Maintenance in one (1) year increments as long as (i) Customer uses the software and (ii) Customer pays the applicable, then-current Maintenance Fees.

(b) Pragma Edge will provide Maintenance during the then-current hours established by the office of the Pragma Edge Customer Support Organization ("Customer Support"), excluding Pragma Edge holidays. Customer may submit questions, issues, or problems to Customer Support via the Customer Support website or via email at any time, during the business hours established by the local office of Customer Support. Pragma Edge will respond to all such questions, issues, and problems during the business hours established by the local office of Customer Support.

(c) Pragma Edge will provide Maintenance only to the specified named individuals whom Customer selects to represent it and to receive Maintenance for the Software, each of whom must have technical and other qualifications to operate and maintain the Software. Customer may designate and name up to three (3) such individuals. Only these individuals may contact Customer Support and receive Maintenance. If Customer fails to identify the three (3) individuals to Customer Support, the first three individuals who contact Customer Support will automatically be considered to be the three individuals. Customer may change the individuals at any time by providing written notice to Customer Support.

(d) Customer acknowledges and agrees that Pragma Edge will only provide Maintenance with respect to the most current version of the Software and the immediately preceding version (as defined by Pragma Edge). Pragma Edge will have no obligation to provide support for Software that has been publicly designated "End of Support" or "Withdrawal from the Market" or similarly designated, provided that support will continue for at least ninety (90) days after the announcement of such designation.

(e) Maintenance consists of: (i) addressing questions raised by Customer regarding the functionality of the Software, via e-mail, the web, or telephone; (ii) correcting errors that cause the Software not

to be in material conformance with the functionality requirements for the Software in the applicable user documentation; and (iii) providing corrections, updates, enhancements, new releases, and other modifications that Pragma Edge provides, at no additional charge, to its general customer base. Maintenance does NOT include any other maintenance or technical support services, including, but not limited to, (i) assembly, set-up, installation/re-installation, archiving, tuning, or configuration of any hardware or software, including the Software; (ii) training or education; (iii) professional consulting or on-site support; or (iv) consultation, error correction or other support with respect to third-party software (except if such software is part of the Software), customized code, hardware, or documents, templates or processes (including but not limited to maps, trading partner profiles, and communication scripts) other than documents, templates and processes included in the Software. Pragma Edge may provide certain of these services to Customer, as billable professional services or support services, if Customer agrees to pay for such services in accordance with Pragma Edge's then-current rates and other terms and conditions.

(f) Pragma Edge's obligation to provide Maintenance is contingent upon proper use of the Software. Moreover, Pragma Edge is under no obligation to provide Maintenance (i) if there has been a modification or attempted modification of the Software (other than modifications made by Pragma Edge or its designee and delivered as part of the Software) or the Software has been improperly installed or operated or used other than in accordance with this Agreement and the applicable user documentation; (ii) to the extent the problems or issues with respect to the Software are external to the Software (including problems or issues that result from or relate to use of the Software with hardware, software, data or other materials not provided by Pragma Edge) or are beyond Pragma Edge's reasonable control; or (iii) if Customer has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Pragma Edge has provided or recommended.

(g) If Customer fails to pay the applicable Maintenance Fees in accordance with this Section 4 and Section 2, Pragma Edge may terminate Maintenance without notice. Such termination will not affect the use rights granted under Section 1 above with respect to Software previously delivered by Pragma Edge to Customer. Customer may reinstate Maintenance by paying Pragma Edge its then-current reinstatement fee for Maintenance.

5. Limited Warranty.

(a) Pragma Edge warrants, for a period of six (6) months from the effective date of the applicable Schedule, that the Software of Pragma Edge will provide, in all material respects, the functionality set forth for the Software in the applicable user documentation. If, at any time within such six (6) month period, Customer notifies Pragma Edge that the Software has substantially failed to provide such functionality, and such failure is replicable and exists in a current unaltered release of the Software, Pragma Edge will, at its own cost and expense, either correct such failure or provide Customer with an acceptable plan to correct the failure, including an estimated schedule for carrying out the plan. If Pragma Edge is unable to, or fails to, correct the failure in all material respects in accordance with such schedule, Customer may, as Pragma Edge's sole liability and Customer's sole remedy, either (i) terminate the license to the deficient Software, return such Software and receive a refund of all license fees paid by Customer for such Software, or (ii) defer further payments for such Software until Pragma Edge has corrected the failure. Further, if the shipment method is by physical delivery, then Pragma Edge warrants, for a period of six (6) month from the effective date of the applicable Schedule, that the media on which the Software is distributed to Customer will be in good physical condition. In the event such media is not in good physical

condition such that Customer is unable to use such media to install the Software on the Designated Hardware, and Customer has notified Pragma Edge of the damaged media within such six (6) month period, Pragma Edge will, as Pragma Edge's sole liability and Customer's sole remedy, replace such damaged or destroyed media associated with the applicable Software. The warranties in this Section 5 will not apply (i) if there has been a modification or attempted modification of the Software (other than modifications made by Pragma Edge and delivered as part of the Software) or the Software has been improperly installed or operated or used other than in accordance with this Agreement and the applicable user documentation, or the media on which the Software was distributed to the Customer was damaged by Customer, its employees, agents, representatives or contractors; (ii) to the extent the failure is external to the Software (including problems or issues that result from or relate to use of the Software with hardware, software, data or other materials not provided by Pragma Edge) or is beyond Pragma Edge's reasonable control; or (iii) if Customer has refused or otherwise failed to implement corrections, updates, enhancements, new releases, or other modifications that Pragma Edge has provided or recommended.

(b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5(a), ALL OTHER WARRANTIES ARE DISCLAIMED. PRAGMA EDGE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Termination.

In addition to the termination rights described under Sections 5 either party may terminate this Agreement upon written notice, if the other party has materially breached this Agreement and the breach is not corrected within thirty (30) days from the date such notice is received. Upon any termination, the licenses granted under this Agreement, including any Schedules, will terminate and Customer will promptly discontinue use of the Software. In addition, Customer will also promptly either return all copies of the Software (including related materials) in its possession or control to Pragma Edge.

7. Limitations Of Liabilities, Remedies.

NEITHER PRAGMA EDGE NOR ANY THIRD PARTY VENDOR WILL BE LIABLE (UNDER ANY LEGAL THEORY) FOR DAMAGES OR OTHER AMOUNTS THAT EXCEED THE AMOUNT OF THE LICENSE OR SERVICE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY, OR IF NOT SOFTWARE RELATED, TO THE AMOUNT OF THE MAINTENANCE FEES PAID OR PAYABLE IN THE ONE (1) YEAR PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED. IN ANY EVENT, PRAGMA EDGE AND THE THIRD PARTY VENDORS ARE NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES APPLY REGARDLESS OF THE FORM IN WHICH AN ACTION (LEGAL, EQUITABLE OR OTHERWISE) MAY BE BROUGHT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE LIMITATIONS OF LIABILITIES, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES AND OTHER LIMITATIONS SET FORTH HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. Third Party Beneficiary.

Customer acknowledges and agrees that if Customer is licensed or receives any software products, or related documentation, other

materials or services, of a Third Party Vendor ("Third Party Software"), the provisions of this Agreement are intended to inure to the benefit of such Third Party Vendor, but solely with respect to the Third Party Software and only to the extent that the terms of the license between Pragma Edge and the Third Party Vendor for such Third Party Software provided for such rights or obligations and are otherwise consistent with and do not conflict with the terms of this Agreement, and the Third Party Vendor is (with Pragma Edge's authorization) entitled to enforce such provisions against Customer.

9. Export Controls.

Customer will comply with all Executive Orders and all relevant export laws and regulations, including but not limited to, those promulgated by the Bureau of Industry and Security ("BIS") (collectively, "Export Controls"). Customer will not export (directly or indirectly), re-export, divert, or transfer the Software or any materials, items, or technology relating to Pragma Edge's or any Third Party Vendor's business or related technical data or any direct product thereof to any destination, company, or person restricted or prohibited by Export Controls. Customer represents that it is not such a company or person. The Software provided hereunder might also contain encryption that is subject to particularly tight BIS-established restrictions limiting Customer's use of the Software beyond the rights of use specifically set forth in this Agreement. Customer will obtain Pragma Edge's prior written consent to relocate the Software to a location outside the United States. If Pragma Edge consents to such a relocation, Customer will be solely responsible for complying with Export Controls and will indemnify and hold Pragma Edge harmless from any liability or expense that may result as a failure of Customer to comply with the Export Controls. Customer will execute or provide any certification document that Pragma Edge may request in association with Customer obtaining Software.

10. General.

(a) Titles and section and paragraph headings are for convenient reference and are not a part of this Agreement. This Agreement (including the Schedules) (i) supersedes in full all prior proposals, discussions, and agreements between the parties relating to the subject matter hereof, and (ii) constitutes the entire agreement between the parties with respect to the subject matter hereof, including the Software. The parties may modify or supplement the Agreement only by a written document signed by an authorized representative of each party. Each party acknowledges and agrees that there are no covenants, conditions, or other understandings or agreements, oral, written or otherwise, relating to the subject matter of this Agreement, other than as set forth herein, and that (in entering into this Agreement, including any Schedule) each party is not (and will not be) relying on any representation or warranty made by or on behalf of the other party (or any representative thereof) other than as expressly set forth in this Agreement, including the applicable Schedule. If Customer issues, in connection with this Agreement, a purchase order or other ordering document, the terms and conditions of which are in addition to or inconsistent with the terms and conditions of this Agreement, the terms and conditions of such purchase order or other ordering document will not be binding on Pragma Edge and will not modify this Agreement.

(b) Except for Customer's payment obligations hereunder, neither party will be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not

limited to acts of God, strikes, or inability to obtain labor or materials on time.

(c) If any provision of this Agreement is determined to be illegal or otherwise unenforceable, in whole or in part, that provision will be severed or will be enforced only to the extent legally permitted. The remainder of the provision and the Agreement will remain in full force and effect. The waiver of any right or election of any remedy in one instance does not affect any rights or remedies in another instance. A waiver is effective only if made in writing and signed by an authorized representative of the party making the waiver.

(d) Customer may receive a password, key or other identifier ("Password") that may provide Customer access to areas of a Pragma Edge web site, or files on tangible media such as CD-ROM, through which Software may be licensed. Customer is solely responsible for the security of such Password, and is liable for any access to, or procurement of, Software through the use of such Password, regardless of whether such procurement was in fact appropriately authorized within Customer's organization. Customer agrees that Pragma Edge may rely upon a request for Software made with use of a Password as an authorized request by Customer. Customer will notify Pragma Edge immediately if such Password is compromised and will be liable for procurements made through the date Pragma Edge receives such notification.

(e) Customer may not (and has no right to) assign or otherwise transfer (whether voluntarily, by operation of law, or otherwise), in whole or in part, this Agreement or any of its rights or obligations under this Agreement, to any person or entity, without Pragma Edge's prior written consent. Any such prohibited assignment is void.

(f) Customer acknowledges that the Software is not designed or intended for use in high-risk activities including, without limiting the generality of the foregoing, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Pragma Edge and the Third-Party Vendors expressly disclaim any express or implied warranty of fitness for such purposes.

(g) Each party will give notice under this Agreement by addressing the communication to the address set forth on the first page of this Agreement and by sending the notice by certified or registered mail or overnight carrier. Such notices will be considered as given on the date of receipt (or refusal) of delivery of the notice. Notices to Pragma Edge will be sent to the attention of "Contracts Department." Either party may designate a different address for receipt of notices upon written notice to the other party.

(h) The laws of the State of Delaware govern this Agreement, and, when executed by Pragma Edge, this Agreement will be considered accepted by Pragma Edge at its offices. The parties acknowledge and agree that breach of this Agreement would cause irreparable harm for which damages would be insufficient; therefore, subject to the sole and exclusive remedies specified herein, the parties agree that they shall have the right to injunctive or other equitable relief to cure or prevent a material breach hereof in addition to other remedies available under this Agreement or applicable law.