

THIS LICENSE AGREEMENT IS PROVIDED FOR YOUR REFERENCE. IT IS WHAT YOU WILL FIND IN THE VIZBYBIS² SOFTWARE PRODUCT WHEN IT IS INSTALLED AND GOVERNS THE USE OF THE VIZBYBIS² SOFTWARE PRODUCT. TO COMPLETE THE INSTALLATION OF AND USE THE VIZBYBIS² SOFTWARE PRODUCT, YOU WILL BE REQUIRED TO AGREE TO THE TERMS SET FORTH BELOW.

END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY.

BY CLICKING ON THE "ACCEPT TERMS" BUTTON YOU ("CUSTOMER") ARE AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT YOU MUST CLICK THE "DO NOT ACCEPT TERMS" BUTTON.

1. License Grant

1.1 Subject to payment of the applicable license fees, BIS² grants to you ("Customer") a personal, non-exclusive, non-transferable, non-sub-licensable license for the Customer to use the Software (as defined below) subject to the terms and conditions of this Agreement. This license automatically terminates if the Customer fails to comply with any of the terms and conditions of this Agreement. "BIS²" means BUSINESS INTELLIGENCE SYSTEMS SOLUTIONS, INC., in respect of Customers situated in the United States of America or the rest of the world (excluding Europe), and means BUSINESS INTELLIGENCE SYSTEMS SOLUTIONS EUROPE B.V. in respect of Customers situated in Europe. In this Agreement "Software" means this BIS² client application and/or server application software (as applicable, and in executable form only), and (i) all user guides, manuals and other user documentation relating to the software (whether provided in hard-copy, electronically or on-line) and (ii) all enhancements, modifications, updates and new releases that may be provided to the Customer by BIS² or with BIS²'s written consent. The terms and conditions of this Agreement apply to all such enhancements, modifications, updates and new releases, unless other terms and conditions accompany those items. If so, those terms apply. No license is granted for any source code and no license is granted to modify, adapt, create a derivative work, merge, or translate the Software without the prior written consent of BIS².

1.2 This Agreement records a license grant and does not record a sale of a copy of the Software and does not render the Customer the owner of a copy of the Software.

2. Restrictions on Software Use

2.1 As a condition of the licenses granted in this Agreement, the Customer must not:

2.1.1 use the Software other than solely for the Customer's internal business purposes;

2.1.2 copy the Software. Except the Customer may make one copy of the Software solely for backup or archival purposes;

2.1.3 modify or adapt the Software or merge it into another program;

2.1.4 reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software. If applicable law expressly allows the Customer to have additional information for interoperability, please contact BIS² directly for such information;

2.1.5 use the Software for any facility management service, time-share, rental or service bureau or place the Software onto a server so that it is accessible via a public network such as the Internet;

2.1.6 cause any marking or wording on the Software or its packaging that refers to BIS² or BIS²'s licensor as the developer or author of the Software or copyright holder or otherwise as the holder of proprietary rights in the Software, to be removed, concealed, altered or obscured;

2.1.7 sublicense, rent, lease, lend, assign, transfer or otherwise deal in the Software or any portion of the Software;

2.1.8 use or deal with the Software in any manner or combine the Software with any other software, hardware or product where such use, dealing or combination may or would (i) cause the Customer to be in breach of any obligation under any third party license agreement, including without limitation any license agreement in respect of that third party product commonly known as "Google Maps" or (ii) cause BIS² or BIS²'s licensor to be in breach of any obligation under any third party license agreement where the Customer was made aware of the terms of the relevant third party license agreement by BIS² or BIS²'s licensor or (iii) infringe any third party intellectual property rights.

2.2 Specific suppliers and third parties are identified in the documentation and in other material distributed with the Software. The Customer agrees to any additional terms and conditions specific to particular suppliers, as described in the documentation, which are incorporated herein by reference.

3. Ownership of Intellectual Property Rights

The Customer acknowledges that any and all of the trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software are and remain the exclusive property of BIS² and/or its licensors as applicable, regardless of who may be the owner of the tangible media in or on which the Software may be stored.

4. Confidential Information

4.1 The Software, its source code, and all information, data, drawings, specifications, documentation, source or object code which BIS² may have disclosed or given to or may from time to time disclose or give to the Customer relating to the Software are proprietary, secret and confidential to BIS² and/or its licensors as applicable. The Customer agrees with BIS² that it will use such information and materials disclosed to it solely in accordance with the provisions of this Agreement and that it will not at any time during or after the termination of this Agreement disclose the same to any third party without BIS²'s prior written consent, or use the same for other than the purposes of this Agreement.

4.2 All information relating to the parties' respective businesses which they may have disclosed or given to or may from time to time disclose or give to the other party must be kept strictly confidential by the recipient party and used only for the purposes of this Agreement.

4.3 **Irreparable Harm.** Each party acknowledges that in the event of that party's misappropriation or other breach of any obligation with respect to the other party's proprietary, secret or confidential information such other party will not have adequate remedy in money or damages and will suffer irreparable harm. Therefore, such other party shall be entitled to obtain an injunction against such infringement, misappropriation or other breach from any court of competent jurisdiction immediately upon request. A party's right to obtain injunctive relief shall not limit its right to seek further remedies.

4.4 This clause 4 shall survive termination of this Agreement.

5. Limited Warranty

5.1 BIS² warrants that for a period of thirty (30) days after proper and full installation of the Software, the Software will conform to its technical documentation and specifications in all material respects, provided the Software is used in accordance with the documentation and with compatible computer hardware and operating systems. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. BIS²'s entire liability, and the Customer's sole and exclusive remedy shall be, at BIS²'s option, either to (a) correct or help the Customer work around or avoid a reproducible Error, (b) replace defective media or documentation or (c) authorize a refund, so long as the Software is returned with a copy of the Customer's receipt within ninety (90) days of the Customer's date of purchase together with a brief written statement describing the alleged Error. An "Error" is a defect in the Software that causes it not to perform substantially in accordance with the limited warranty set forth above. Any replacement Software will be warranted for the remainder of the original warranty period only.

5.2 TO THE EXTENT PERMITTED BY LAW, THE WARRANTY GIVEN IN CLAUSE 5.1 IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND BIS² DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, REGARDLESS OF WHETHER BIS² KNOWS OR HAD REASON TO KNOW OF THE CUSTOMER'S PARTICULAR NEEDS.

5.3 The Customer acknowledges that its rights under this Agreement, in the nature of warranty or otherwise, are solely against BIS². NO THIRD PARTY MAKES ANY WARRANTY, ASSUMES ANY LIABILITY, OR UNDERTAKES TO FURNISH THE CUSTOMER WITH ANY SUPPORT OR INFORMATION CONCERNING THE SOFTWARE OR ANY PORTION OF THE SOFTWARE OR IS LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE. The Customer hereby releases all third parties from any claims, damages or losses arising from the use of the Software, regardless of the form of action.

6. Limitation of Liability

6.1 IN NO EVENT SHALL BIS² BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR

LOSS OF BUSINESS, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT THIS AGREEMENT OR CONNECTED IN ANY WAY WITH THE USE OF THE SOFTWARE, EVEN IF BIS² HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 BIS²'S TOTAL LIABILITY TO THE CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID BY THE CUSTOMER TO BIS² IN RESPECT OF THE SOFTWARE.

6.3 NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY THE CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION AROSE.

7. Indemnification

The Customer will defend, indemnify and hold BIS² and its officers, employees and agents harmless from and against any claim, action, proceeding, liability, loss, damage, cost or expense (including, without limitation, legal costs and expenses) arising out of or in connection with a breach by the Customer of its obligations under this Agreement.

8. OEM Software

8.1 THE PROVISIONS OF THIS CLAUSE 8 ONLY APPLY IF BIS² HAS PROVIDED ANY OF THE FOLLOWING TO THE CUSTOMER BUNDLED WITH THE SOFTWARE:

- (a) that software product commonly known as "Google Maps";
- (b) that software product commonly known as "WebSphere"; or
- (c) that software product commonly known as "JBoss".

8.2 If BIS² has provided "Google Maps" to the Customer then the licenses granted in this Agreement are conditioned on the Customer complying at all times with the terms and conditions of the Google Inc., License Agreement (which may be located at the following URL: http://support.google.com/enterprise/doc/gme/terms/maps_purchase_agreement.html) ("Google Terms").

8.3 If BIS² has provided "WebSphere" to the Customer then the licenses granted in this Agreement are conditioned on the Customer complying at all times with the following terms and conditions ("IBM Terms"):

- (a) the terms and conditions of the IBM International Program License Agreement (which may be located at the following URL: <http://www-03.ibm.com/software/sla/sladb.nsf/viewbla>);
- (b) the terms and conditions of the License Information Document for the relevant WebSphere product (which may be located at the following URL: <http://www-03.ibm.com/software/sla/sladb.nsf>);
- (c) the relevant WebSphere product's "NOTICES" file (or substantially similar title);
- (d) any file or files referenced in such "NOTICES" file; and
- (e) any file or files contained in or accompanying third party code entitled "README", "COPYING", "NON-IBM LICENSE", or substantially similar title.

8.4 If BIS² has provided "JBoss" to the Customer then the licenses granted in this Agreement are conditioned on the Customer complying at all times with the terms and conditions of the JBoss License Agreement (which may be located at the following URL:

http://www.redhat.com/licenses/rhel_us_3.html) (“JBoss Terms”).

8.5 By accepting the terms and conditions of this Agreement the Customer agrees that it also accepts:

- (a) the Google Terms, if BIS² has provided “Google Maps” to the Customer;
- (b) the JBoss Terms, if BIS² has provided “JBoss” to the Customer;
- (c) the IBM Terms, if BIS² has provided “WebSphere” to the Customer.

8.6 Any breach of the Google Terms, the IBM Terms or the JBoss Terms shall be deemed to be also a breach of this Agreement.

9. Third Party Software

9.1 The BIS² Software contains, or is used with other BIS² software that contains, that third party software (“Thirdware”) set out in BIS²’s “Thirdware Information Disclosure Statement”.

9.2 For BIS² software the Thirdware is licensed to you on those terms and conditions set forth in the Thirdware Information Disclosure Statement. A copy of the Thirdware Information Disclosure Statement is available on BIS²’s website <http://www.bis2.net>.

9.3 By accepting the terms and conditions of this Agreement you agree that you have been provided a copy of, have read, and agree that you are bound by the terms and conditions contained in the Thirdware Information Disclosure Statement.

10. Notices

10.1 Each notice or other communication given under this Agreement:

10.1.1 **Delivery method:** Must be in writing and given by hand delivery, courier such as FedEx, DHL, UPS and the like, certified mail with return receipt requested, facsimile or email. All overseas notices shall be sent by such courier; and

10.1.2 **Delivery address:** Must be addressed to the recipient party at its address or facsimile number or email address from time to time notified to the other party. The initial address, facsimile number and email address designated by each party is set out in the Software License and Support Order Form or other document under which the license is purchased by the Customer; and

10.1.3 **Deemed delivery:** Will be treated as having been received by the recipient party:

- (a) if delivered by hand or by about courier, on delivery;
- (b) if sent by mail, 2 Business Days after posting;
- (c) if sent by facsimile, when the sending machine receives a transmission report confirming the successful transmission of all pages of the facsimile;
- (d) if sent by email, when the sender receives an acknowledgment or receipt confirming the successful transmission of the email or when the recipient acknowledges receipt of the notice (whether orally or in writing).

10.2 **Notices received after-hours:** Any notice received or treated as having been received in the place to which it is sent:

10.2.1 after 5.00 p.m. on a Business Day; or

10.2.2 on a day that is not a Business Day, will be treated as having been received by the recipient at 9.00 a.m. on the next Business Day in that place. “Business Day” means any day (other than a Saturday, Sunday) on

which all registered banks are open for general banking business in the place where BIS² is situated.

11. Termination

11.1 Either party may terminate this Agreement if:

11.1.1 the other party is in breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after being given written notice from the non-breaching party, except that upon a breach of Clauses 2 or 4, termination shall be effective upon such notice;

11.1.2 if the other party goes into bankruptcy or liquidation (except for the purpose of a solvent reconstruction or amalgamation), a receiver or statutory manager is appointed in respect of the whole or any part of its assets, it makes an assignment for the benefit of or composition or arrangement with its creditors or threatens to do any of these things.

11.2 Within 15 days of termination or expiry of this Agreement the Customer will deliver to BIS², or destroy (at BIS²’s discretion), all copies of any Software in its possession or control.

12. General Terms

12.1 **Printed license terms** – Any printed paper license terms for the Software signed by both parties shall take the place of any on-screen license terms for the Software.

12.2 **Export restrictions** - The Customer agrees to comply with all applicable export and re-export restrictions and regulations relating to the Software including all export laws and regulations of the United States Government.

12.3 **Force Majeure** - Without affecting the Customer’s payment obligations under this Agreement, neither party will be liable for any delay or failure to perform its obligations under this Agreement if the delay is due to an event beyond that party’s reasonable control.

12.4 **Assignment** - The Customer must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of BIS². BIS² may assign or transfer all or any of its rights or obligations under this Agreement.

12.5 **Severance** - If any provision or part of a provision of this Agreement is or becomes invalid, void or unenforceable in any respect under any applicable law for any reason, it shall not affect the legality, validity or enforceability of the other provisions or other part of any provisions of this Agreement and shall be severed from this Agreement so that the remaining provision or other part of any provision shall remain in force and effect and shall be valid and enforceable to the fullest extent permitted by the law.

12.6 **Surviving clauses** - Clauses 2, 3, 4, 5, 6, 7, 8, 9, 11.2, and 12, shall survive termination of this Agreement.

12.7 **Waiver** - A waiver of any provision of this Agreement by any of the parties shall only be effective if in writing and shall only apply to the specific instance and purpose for which it was given. No waiver of any breach or failure to enforce any provision of this Agreement at any time by either party shall in any way limit or waive the right of that party to subsequently enforce and compel strict compliance.

12.8 **Amendment** - No modification or addition to this Agreement shall be effective unless it is in writing signed by all of the parties hereto.

12.9 **UCITA** - The parties agree that to the fullest extent permitted by applicable law (1) the provisions of the Uniform Computer Information Transactions Act (UCITA), and (2) the

United Nations Convention on Contracts for the International Sale of Goods, are specifically excluded from application to this Agreement.

12.10 No partnership – Each party is an independent contractor and nothing in this Agreement shall evidence or be deemed to constitute a joint venture, partnership or agency between the parties.

12.11 Non-solicitation - For the term of this Agreement and for a period of twelve months following its termination or expiry, neither party will engage or employ, either directly or indirectly, the employees of the other party without the prior written consent of that other party.

12.12 Counterparts – Any printed paper version of this Agreement may be executed in any number of counterparts (in each case whether an original, photocopy or facsimile), all of which taken together shall constitute one document. The transmission by facsimile or email by a party of one counterpart copy of this Agreement to the other parties shall be treated as proof of signature of that counterpart by that party, and the signed copy so transmitted shall be treated as a counterpart for the purposes of this Agreement.

12.13 Governing law and jurisdiction - In respect of Customers situated in the United States of America or the rest of the world (excluding Europe) this Clause 12.13 shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of California and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of the State of California in relation to any disputes, actions, suits or proceedings arising out of or in connection to this Agreement. The parties unconditionally and irrevocably waive and agree not to raise, plead, or make any objection to proceedings arising out of or in connection with this Agreement in the Courts of the State of California on the grounds that those Courts are not the forum in which the dispute, action, suit or proceedings can be most suitably tried for the interests of all the parties and for the ends of justice. Notwithstanding the foregoing, BIS² may bring and maintain an action for injunctive relief pursuant to Clause 4.3 (“Irreparable Harm”) in any court of competent jurisdiction.

12.14 In respect of Customers situated in Europe this Clause 12.14 shall apply. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the competent Court of Amsterdam, the Netherlands in relation to any disputes, actions, suits or proceedings arising out of or in connection with this Agreement. The parties unconditionally and irrevocably waive and agree not to raise, plead, or make any objection to proceedings arising out of or in connection with this Agreement in the competent Court of Amsterdam, the Netherlands on the grounds that this Court is not the forum in which the dispute, action, suit or proceedings can be most suitably tried for the interests of all the parties and for the ends of justice. Notwithstanding the foregoing, BIS² may bring and maintain an action for injunctive relief pursuant to Clause 4.3 (“Irreparable Harm”) in any court of competent jurisdiction.