

LEMKO CORPORATION

END USER MASTER SOFTWARE LICENSE AGREEMENT

This Software License Agreement is a legal agreement between Lemko Corporation and its affiliates ("Lemko" or "Licensor") and the purchaser or end user ("Licensee") of the "Licensed Software" (as hereinafter defined). By installing, copying, accessing, or using the Licensed Software or its output, you agree to be bound by the terms of this Software License Agreement. The "Effective Date" for purposes of this Agreement is the date Licensee first installs or uses the Licensed Software. IF YOU DO NOT AGREE TO THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT, THEN DO NOT INSTALL OR USE THE LICENSED SOFTWARE. THE LICENSED SOFTWARE IS NOT FOR SALE. THE LICENSED SOFTWARE IS LICENSED TO LICENSEE, IT IS NOT SOLD.

Hereinafter the Licensee and the Licensor are referred to from time to time collectively as the "Parties" and individually as a "Party."

WHEREAS, the Licensor has developed and owns all rights in and to the Licensed Software (as hereafter defined); and

WHEREAS, the Licensor possesses the copyrights in and certain confidential and proprietary Know-How and technology relating to the Licensed Software; and

WHEREAS, from time to time, and for so long as this Agreement is in effect, the Licensee desires to license from Licensor one or more licenses to the Licensed Software; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties), the Parties hereby covenant and agree as follows.

ARTICLE 1- INTERPRETATION

1.1 Definitions. In this Agreement and the Schedules (if any) annexed hereto, the following expressions shall have the respective meanings indicated below:

Agreement means this agreement entitled End User Master Software License Agreement and all of the Schedules (if any) annexed hereto.

Code means the computer programming code, including any tools, subroutines, and applets which constitute the Licensed Software. Except as otherwise specified, Code shall include both Object Code and Source Code.

Custom Application is defined in Section 2.2.

Delivery means the transfer or release, physically or electronically, of the relevant material into the possession of a Party.

Documentation means written materials (and machine-readable text subject to display and printout) that relate to and describe the Licensed Software.

Know-How means inventions (whether patentable or not), improvements, techniques, devices, data and other information (including, but not limited to Code, flow charts, opinions, drawings, blueprints and engineering and test specifications). Know-How shall also include user manuals and other Documentation for computer programs as updated periodically.

Hidden Code is defined in Section 2.4

Licensed Marks means the trade names and marks "Lemko Corporation", distributed Mobile Application Exchange (dMAX), distributed Mobile Architecture (dMA), distributed Mobile Architecture Gateway (Node2), distributed Mobile Architecture for Rural Cellular (Node1), On-Demand-Cellular (ODC) and such other trade names and marks associated with the Licensed Software.

Licensed Software means the computer software, in Object Code or Hidden Code format, known as the distributed Mobile Architecture Exchange (dMAX), distributed Mobile Architecture (dMA), distributed Mobile Architecture Gateway (Node2) distributed Mobile Architecture for Rural Cellular (Node1), and On-Demand-Cellular (ODC) licensed by Licensor to Licensee, and any Know-How, and Documentation relating thereto. Upgrades, Updates, and Custom Applications shall also be deemed Licensed Software in accordance with this Agreement.

Object Code means Code that is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

Software Schedule means that document provided by Licensor to Licensee, as may be updated from time to time, more specifically describing the individual units of Licensed Software that Licensor agrees to license to Licensee. Each unit of Licensed Software shall be governed by the terms and conditions of this End User Master Software License Agreement and the applicable Software Schedule.

Specifications means the product description documentation associated with the specific release of the Licensed Software. The product description is available as part of Lemko's standard product documentation package, which is provided to the Licensee upon purchase of the Licensed Software product.

Source Code means Code other than Object Code, and related source code documentation, comments and procedural code, such as job control language, which may be printed out or displayed in human readable form.

Territory means the country into which the Licensed Software is initially delivered to Licensee.

Update means minor enhancements, minor additions, or minor substitutions to the Licensed Software, including bug fixes and corrections.

Upgrade means any modification, addition, or substitution to the Licensed Software that results in a substantial change, improvement, or addition to its utility, efficiency,

functional capability or application that does not constitute solely an Update.

1.2 Entire Agreement. This Agreement, including any and all Schedules (if any) attached hereto constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, representations, proposals and/or other communications in respect of the licensing of the Licensed Software, whether oral or written. No other supplement, modification or waiver of this Agreement shall be binding unless executed in writing by each of the Parties. The terms of this Agreement shall prevail over any conflicting, additional or other terms contained in any purchase order or other written, electronic or oral communication between the Parties.

1.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any principals of conflicts of laws. The Parties consent and agree that any dispute arising under this Agreement shall be resolved by Federal and State courts located in Cook County, Illinois, and Licensee hereby consents to submit to the exclusive jurisdiction of such courts.

1.4 Number and Gender. Words imparting the singular include the plural and vice versa and words imparting gender include the male, female, and neuter genders.

1.5 Headings. The Article and Section headings contained herein are included solely for convenience, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or to affect the interpretation hereof.

1.6 Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in United States Dollars.

ARTICLE 2- GRANT OF LICENSE

2.1 Grant of License; Software Schedules. Each Software Schedule is hereby incorporated into and made a part of this Agreement. Each individual license under this Agreement shall be defined in a Software Schedule. The Licensed Software covered by a Software Schedule issued by Licensor shall be considered Licensed Software for purposes of this Agreement. Terms and conditions in a Software Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific license defined in that Software Schedule. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts from the Licensor, a non-exclusive, fully paid-up, license to use and display the Licensed Software, in accordance with this Agreement, during the term of this Agreement. This license is limited to use for the Licensee's own business in the Territory. For purposes of

clarity, the Licensed Software is not licensed by Licensor for use by Licensee for purposes of providing hosted services, service bureau, time-sharing or similar shared services to third parties without the express written permission of Licensor as documented in a specific Software Schedule or similar written agreement negotiated between the Parties for this specific purpose. The Licensee acknowledges and agrees that the Licensed Software and any Upgrades, Custom Applications and any other modifications by any person are proprietary products of the Licensor protected under the copyright laws of the United States of America and other jurisdictions, and that the Licensee has no rights, title, or interest in the Code other than as set forth in the Agreement.

2.2 Custom Applications. Licensee may request Licensor to enhance, alter or modify the Licensed Software or to provide training or other assistance (a "Custom Application"). If Licensor chooses to endeavor to create such Custom Application, the Parties shall enter into a development agreement for the creation of such Custom Application. Licensor shall have no obligation to create a Custom Application or provide services relating thereto until the Parties have executed a development agreement. Custom Applications, or any other customizations of the Licensed Software, shall be deemed Licensed Software.

2.3 Updates, Upgrades and Technical Support. Updates and maintenance and support services may be provided pursuant to a separate Software Maintenance and Support Plan or Managed Services agreement between the Parties. Upgrades shall be made available at prices to be determined by agreement of the Parties. Update(s) or Upgrade(s) shall be deemed Licensed Software. The Licensor shall periodically notify the Licensee of available Updates and Upgrades developed by or on behalf of the Licensor. An Update or Upgrade shall be deemed available when the Licensed Software incorporating such Update or Upgrade is in general commercial use and in distribution by Licensor and not merely in beta testing. Licensor shall, in its sole discretion, determine whether particular modifications, enhancements, substitutions or other changes to the Licensed Software constitute Updates, Upgrades, or Custom Applications.

2.4 Access to Hidden Code. Portions of the Code shall be provided in a manner which prevents access to or the reading of such Code ("Hidden Code"). Hidden Code includes Source Code. Licensee and its agents, employees and contractors shall not attempt to access, use, copy, modify, reverse engineer or otherwise derive the Hidden Code.

2.5 Restrictions on Use. The Licensee may make a reasonable number of copies of the Licensor's manuals or similar materials related to the Licensed Software as Licensee desires. Any copies of any of the materials referred to in this Section 2.5 shall include the Licensor's copyright and other proprietary notices. Licensee shall not (a) alter, decompile, reverse assemble, reverse compile, translate or otherwise attempt to create any portion of the

Code (including the Hidden Code) from the Licensed Software or create derivative works of the Licensed Software or any portion thereof, (b) make or distribute copies of the Licensed Software, (c) use any backup or archival copy of the Licensed Software (or allow someone else to use such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective, and (d) make any attempt to bypass, unlock or disable any protective or initialization system on the Licensed Software.

2.6 Installation on Servers. One copy of the Licensed Software and any databases relating thereto shall be installed and operated on only one server per Node1, ODC or Node2 license operated by Licensee or a reputable third party hosting provider ("Third Party Host"). If the Licensed Software is installed and operated on servers owned, leased or operated by a Third Party Host, such Third Party Host shall execute an agreement, prepared by Licensor which is intended to protect Licensor's rights in and to the Licensed Software.

2.7 Assignment. The Licensee shall not have the right to assign, transfer or convey, directly or indirectly, whether by sale of Licensee's stock, assets, or other similar transaction, by sublicense or otherwise, this Agreement or any of its rights and/or obligations hereunder without the prior written consent of the Licensor, which shall not be unreasonably withheld or delayed. Such assignment shall not be permitted and effective in any event without the acceptance by transferee of the terms and conditions of this End User Master Software License Agreement as a condition to any transfer.

2.8 Sublicensing. This Agreement is not intended to confer, and shall not be deemed to confer on any person or entity other than the Licensee, any license to use the Licensed Software or Licensed Marks.

2.9 Licensed Marks. All use of the Licensed Marks shall inure to the sole benefit of the Licensor. The Licensor may terminate the Licensee's right to use the Licensed Marks at any time on written notice to the Licensee if the Licensor believes, in its sole discretion, that the Licensee's use of the Licensed Marks is not in compliance with this Agreement, the terms and conditions of use, and/or that the nature and/or quality of services of the Licensee with which the Licensed Marks is being used do not meet with the Licensor's approval. The Licensor shall have and retain sole ownership of the Licensed Marks including the goodwill pertaining thereto. The Licensee acknowledges and agrees that it has no rights in the trademarks, service marks, logos and trade names of Licensor, other than the limited right to use Licensed Marks as described herein. The Licensee shall not, during the term of this Agreement or at any time after the cancellation or expiration thereof (a) knowingly take any action that would convey or grant an interest in any of the Licensed Marks, (b) contest or knowingly take any action to contest the validity, distinctiveness, and ownership of the Licensed Marks, (c) attempt to register any Licensed

Marks without the prior written consent of the Licensor, (d) use or attempt to register any trademark, service mark, trade name, or logo in any country in the world that is confusingly similar to any Licensed Marks, or (e) assert or claim any interest in any Licensed Marks. Upon termination of this Agreement, or upon receiving notice of termination of its right to use the Licensed Marks, the Licensee shall immediately cease use of the Licensed Marks and shall destroy all copies thereof in its possession, custody or control.

ARTICLE 3-FEES

3.1 License Fee and Other Fees. The Licensor agrees to license the Licensed Software pursuant to this Agreement, and to provide the services contemplated hereby in exchange for timely payment by Licensee to Licensor or Licensor's authorized reseller of the License Fees described and agreed to in a properly executed purchase order or managed services agreement and related commercial invoices exchanged between Licensee and Licensor or its authorized reseller.

ARTICLE 4-REPRESENTATIONS AND WARRANTIES

4.1 Ownership. Licensee acknowledges that the Licensed Software being provided by the Licensor hereunder, and any Updates, Upgrades, and Custom Applications made by or on behalf of the Licensor or Documentation provided by the Licensor with respect thereto, are the sole and exclusive property of the Licensor and that the Licensee acquires no right, title or interest therein, except the limited rights to use the Licensed Software as set forth in this Agreement. Unless otherwise specifically agreed in writing by the Parties, any modifications or additions to the Licensed Software prepared by any person or entity shall be owned solely by Licensor.

4.2 Licensor Representations and Warranties. The Licensor represents and warrants to the Licensee that: (a) the Licensor has the right to enter into this Agreement and grant the rights granted hereunder and there are no outstanding agreements or understandings of any kind binding upon the Licensor that are inconsistent with this Agreement or the rights granted hereunder; (b) the Licensed Software may contain software locks or similar devices which, upon the occurrence of a certain event, the passage of a certain amount of time, or the taking of any action (or the failure to take action) by or on behalf of the Licensor or Licensee, will cause the Licensed Software to be destroyed, erased, damaged or otherwise made inoperable (for example, Licensed Software contains "software keys" or "locks" that enable operation when in place and disable when not in place; such as Licensor approved Central Processing Unit (CPU) serial numbers or Hard Disk Drives (HDD)); (c) the work on Custom Applications shall be performed with reasonable care and

in a professional manner, by qualified employees of Licensor or contractors who have the requisite level of competence and expertise to perform such services; (d) to Licensor's knowledge, the Licensed Software does not infringe upon or violate any existing U.S. copyrights, patents, trade secrets, trademarks, or other intellectual property rights of any third party; and (e) the Licensed Software will perform in substantial conformity with the Specifications, which shall not mean that it shall be error free. Licensee acknowledges that the Licensed Software is housed, in part, in a base station not manufactured by Licensor. Licensor makes no representations or warranty concerning the base station manufactured by a third-party and Licensee shall look solely to the manufacturer of the base station in the event of any damages caused in whole or in part by the base station.

4.3 Licensee Representations and Warranties. The Licensee represents to the Licensor that (a) the Licensee has the right to enter into this Agreement and fulfill its duties and obligations hereunder; (b) to the best of Licensee's knowledge, Licensee's performance under this Agreement shall not violate any applicable U.S. or foreign laws, government rules or regulations, and Licensee shall not knowingly use the Licensed Software in violation of such laws, government rules or regulations; and (c) there are no outstanding agreements of any kind binding upon Licensee that are inconsistent with this Agreement.

4.4 Indemnification by the Licensor. The Licensor hereby agrees to indemnify, defend and hold harmless the Licensee and its permitted assigns, and their respective directors, officers, employees and agents, at the Licensor's sole cost and expense, from and against any and all losses, expenses, claims, actions, proceedings, damages or liabilities based upon any claim that the Licensed Software infringes any patent issued as of the Effective Date or any copyright, trade secret, or trademark ("IP Claim"). The Licensor agrees to pay any and all obligations, liabilities, costs and damages of the Licensee and its permitted assigns, including, without limitation, reasonable attorney's fees, which are attributable to any such claim, action or proceeding if the Licensee or its permitted assigns, having actual knowledge thereof, promptly notifies the Licensor in writing of any such claim, action or proceeding and gives the Licensor sole control of the defense or settlement of such claim, action or proceeding and provides Licensor with reasonable non-economic assistance in the defense of any such claim, action or proceeding. The Licensor may, at the Licensor's option and sole expense, either secure for the Licensee or its permitted assigns, as the case may be, the right to continue to use the Licensed Software and any component part thereof, or replace or modify same to make them non-infringing, but functionally equivalent to the Licensed Software. This Section shall not apply if the alleged infringement is due to combination, operation or use of Licensed Software with other software that does not originate from the Licensor or if the alleged infringement arises out of the use of technology, business methods, trade secrets, know-how, or copyrighted material provided by Licensee to Licensor and used or incorporated by Licensor

in a Custom Application even if the Licensor has been made aware of the occurrence of the foregoing.

4.5 Indemnification by the Licensee. Licensee hereby agrees to indemnify, defend and hold harmless the Licensor and its permitted assigns, and their respective directors, officers, employees and agents, at the Licensee's sole cost and expense, from and against any and all losses, expenses, claims, actions, proceedings, damages or liabilities, except for claims arising out of Licensor's breach of its representations and warranties, arising out of or correlating to (a) any action or inaction of the Licensee, its permitted assigns, and their respective directors, officers, employees, and agents, with respect to the Licensed Software or its use; or (b) claims of third parties arising out of or relating to the use of the Licensed Software in combination with other software that does not originate from the Licensor or if the alleged infringement arises out of the use of technology, business methods, trade secrets, know-how or copyrighted material provided by Licensee to Licensor and used or incorporated by Licensor in a Custom Application. The Licensee agrees to pay any and all obligations, liabilities, costs and damages of the Licensor and its permitted assigns, and their respective directors, officers, employees and agents, including, without limitation, reasonable attorney's fees, which are attributable to any such claim, action or proceeding if the Licensor or its permitted assigns, or their respective directors, officers, employees and agents, having actual knowledge thereof, promptly notifies the Licensee in writing of any such claim, action or proceeding and gives the Licensee sole control of the defense or settlement of such claim, action or proceeding and provides Licensee with reasonable non-economic assistance in the defense of any such claim, action or proceeding.

ARTICLE 5-CONFIDENTIALITY

5.1 Licensee acknowledges that the Licensed Software, Code, Documentation, Upgrades, Custom Applications, and Know-How (the "Licensor's Confidential Information") are confidential and contain valuable trade secrets of the Licensor. Licensor also acknowledges that Licensee's business plans, customer information, designs, know-how, specifications and other information related to Licensee's business or prospective business (the "Licensee's Confidential Information") are also confidential and contain valuable trade secrets of the Licensee. Each Party agrees to maintain the confidentiality of and not to release, disclose or divulge the other Party's Confidential Information (collectively, the Confidential Information) or any part thereof to any person without the prior written consent of the disclosing Party; provided that neither Party shall be obligated to maintain in confidence any information which:

(a) can be demonstrated by the receiving Party's written records to have been in its possession prior to receipt thereof from the disclosing Party;

(b) is or becomes part of the public domain other than through breach of this Agreement or through the fault of the other Party;

(c) is necessarily disclosed in any products sold or shipped by either of the Parties to any third party not subject to an obligation to maintain such information in confidence;

(d) is or becomes available to the receiving Party from a source other than the disclosing Party which source has no obligation to the disclosing Party in respect thereof;

(e) is made available by the disclosing Party in written form to a third party on an unrestricted basis; or

(f) is required by law or judicial process (however, upon receipt of a demand for production of Confidential Information pursuant to law or judicial process, the Receiving Party shall use reasonable efforts to notify the other party of such demand in sufficient time to allow the other Party to move to prevent such disclosure). Each Party shall instruct its employees who have access to the Confidential Information to comply with the provisions of this Article 5 and shall use commercially reasonable efforts to prevent disclosure and misuse of the Confidential Information by taking at least the same precautions with respect to the Confidential Information as it takes with respect to its own confidential information, which steps shall be no less stringent than reasonable steps. This Article 5 shall survive for a period of three (3) years beyond the expiration or termination of this Agreement.

ARTICLE 6-TERM AND TERMINATION

6.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated as to each unit of Licensed Software as hereinafter provided or described in an accompanying Software Schedule.

6.2 Termination for Cause. Either Party will have the right to immediately terminate this Agreement if the other Party is in default of any material obligation herein, and such breach is incapable of being cured, or if such breach is capable of cure, such breach is not cured within thirty (30) days after receipt of written notice of such default from the non-defaulting Party or within such additional cure period as the non-defaulting Party may authorize.

6.3 Termination for Insolvency. Either Party shall have the right to immediately terminate this Agreement upon written notice in the event that the other Party (a)

voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, composition or assignment for the benefit of creditors, which petition or proceeding remains pending for more than sixty (60) days; (b) admits in writing its inability to pay its debts as they become due; or (c) ceases to conduct business in the normal course. Upon dissolution of or the entry of a judgment in regards to any bankruptcy proceeding against Licensee, all rights to the Licensed Software, Upgrades, Custom Applications and Documentation and all copies thereof that are in Licensee's possession will revert back to and be returned to Licensor.

6.4 Consequences of Termination/Expiration.

Upon the termination or expiration of this Agreement, each Party shall promptly return all Confidential Information, and other information, documents, manuals and other materials stored in any form or media (including but not limited to electronic copies) belonging to the other Party, except as may be otherwise provided in this Agreement.

ARTICLE 7-DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

7.1 DISCLAIMER OF WARRANTIES. OTHER THAN AS SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITION OF ANY KIND CONCERNING THE LICENSED SOFTWARE, UPGRADES, CUSTOM APPLICATIONS AND DOCUMENTATION OR THEIR USE, FUNCTION OR OWNERSHIP AND SHALL NOT BE LIABLE IN ANY MANNER FOR ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND WHETHER EXPRESS OR IMPLIED OR COLLATERAL OR WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE LICENSED SOFTWARE, UPGRADES, CUSTOM APPLICATIONS AND DOCUMENTATION WILL BE ERROR FREE.

7.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, EVEN IF LICENSOR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF ANY LICENSOR AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

7.3 LIMITATION ON DAMAGES. IN NO EVENT SHALL THE MAXIMUM AMOUNT OF DAMAGES PAYABLE BY LICENSOR FOR ANY BREACH OF THIS AGREEMENT OR ANY DAMAGE OR INJURY RESULTING FROM THE LICENSED SOFTWARE EXCEED THE LICENSE FEES.

ARTICLE 8 - OTHER PROVISIONS

8.1 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

8.2 Survival. All representations, warranties, indemnifications, and obligations that expressly or by their nature survive termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination.

8.3 Notices. Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one party to another shall be given in writing by facsimile, by certified mail, by personal delivery, or by overnight courier service, addressed to such other party as follows:

LICENSOR:

Lemko Corporation
1 Pierce Place Suite 700
Itasca, IL 60143
Fax: (630) 948-3030
Attention: Joseph Barr

LICENSEE:

CUSTOMER address and
facsimile number as noted
on the purchase order for
the Licensed Software

or at such other address as may be provided in writing by one of the Parties to the other Party. Any notice required or permitted under this Agreement shall be in writing, signed by the Party giving the notice, addressed to the Party to whom the notice is given, and shall be deemed to be given upon the date of receipt as shown by delivery records of the overnight courier service, U.S. Postal Service, or delivery service, or by facsimile confirmation.

8.4 Publicity. Licensee shall not issue or make press releases or similar statements to the press or the public regarding this Agreement, the Supporting Documents and the Licensed Software, or the services to be provided under this Agreement or the Supporting Documents without the prior written approval of Licensor.

8.5 Independent Contractor. The Parties to this Agreement are each an independent contractor as to the

other and shall not be considered or deemed to be an agent, employee, joint venture or partner of the other except as otherwise expressly agreed to in a writing signed by the Parties. Neither Party shall have authority to contract for or bind the other in any manner and shall not represent itself as an agent of the other or as otherwise authorized to act for or on behalf of the other.

8.6 Export Controls. Licensee expressly agrees that it shall not, and shall cause its agents and representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Licensed Software, Upgrades or Custom Applications or any direct product thereof to any destination, company or person restricted or prohibited by U.S. Export Administration Regulations.

8.7 Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed here from, without affecting the remaining portions of this Agreement, which shall remain in full force and effect; provided, however, that the severing of any such provision will not materially change the substance of this Agreement.

8.8 Force Majeure. Neither Party will be liable for the delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, storm, acts of war, riot, government interferences, strikes and/or walk outs. In the event of a force majeure event which lasts longer than thirty (30) days, the Party not experiencing the force majeure event may terminate this Agreement upon prior written notice to the other Party.

8.9 Order of Precedence of Documents. If there shall be any inconsistencies between this End User Master Software License Agreement, on the one hand, and any of the following agreements between the Parties: any Website Hosting Agreement, any Software Maintenance and Support Plan agreement, any development agreement and any Statement of Work (collectively, "the Supporting Documents"), then this End User Master Software License Agreement shall prevail to the extent of such inconsistency, unless specifically agreed otherwise in writing by the Parties. The interpretation of the Supporting Documents shall be by reference to and in accordance with the context and intent of this Agreement.