



## TELTECH COMMUNICATION SERVICES INC. D/B/A APPLIED NETWORK INTELLIGENCE SOFTWARE LICENSE AGREEMENT

**1.0 License and Ownership.** Pursuant to the terms and conditions specified in this Agreement, Applied Network Intelligence, a division of TelTech Communication Services, Inc. (ANI) hereby grants to Customer, and Customer hereby accepts from ANI, a nontransferable, nonexclusive right and license to use the Software Solution(s), for the Customer's benefit. Unless specified otherwise in the specific order, the Software Solution(s), including any patents, copyrights, trade secrets, procedures, techniques, data and other intellectual property rights and technology herein, shall be owned by ANI, and nothing herein shall be deemed to transfer any ownership interest therein to Customer, or to any of Customer's end users. Without the prior written consent of ANI, Customer shall not copy, reverse engineer, disassemble, decompile, translate or modifying the Software Solution(s), or grant any other person or entity the right to do so.

**1.1 Other Licenses.** Unless specified or provided otherwise in the specific order, Customer shall be solely responsible for procuring all rights and licenses for any systems the Software Solution(s) will connect to, including, without limitation, any proprietary hardware and software systems that may be required to utilize the Software Solution(s).

**2.0 Installation and Acceptance.** ANI will install and test the Software Solution(s) on an ANI approved Application Server. ANI shall notify Customer when ANI's installation and preliminary testing has been completed and the Software Solution(s) is conforming to the specifications. A fifteen (15) day test acceptance period shall commence on the date of notification to the Customer. Customer's acceptance of the Software Solution(s) shall occur automatically at the end of the fifteen day test period unless, within that period, Customer notifies ANI in writing of a non-conformity between the Software Solution(s) and its specifications. ANI will replace or repair the non-conforming Software Solution(s) and notify Customer of the replacement or repair.

**3.0 Warranty.** Subject to the terms and conditions of this Agreement, ANI warrants to Customer that the Software Solution(s) shall conform to the Software Solution(s) specifications as set forth in the Software Solution(s) Documentation describing the Software Solution(s).

**3.1 Customer Rights and Responsibilities.** ANI will provide support to Customer by remote access control of Customer's Application Server. Customer and/or its end user are responsible for confirming and ensuring that this access is available when making a support request. ANI shall make corrective action commitments only if and when access to the Application Server is available. Customer and/or its end user shall notify ANI in writing of any changes in the information systems environment that may impact the Application Server. The end user is responsible for normal backup procedures of the Application Server pursuant to normal and customary server backup protocol. Excluded from ANI's



warranty are defects discovered in any Software Solution(s) that has been modified, altered or enhanced without ANI's prior consent.

**3.2 Support.** ANI offers support through an annual support plan.

**3.3 DISCLAIMER.** THE WARRANTIES STATED IN THIS SECTION 3 ARE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE SOFTWARE SOLUTION(S), AND ANI HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3.4 EXCLUSION OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL ANI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COST OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

**3.5 LIMITATION OF LIABILITY.** IN THE EVENT THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 3, ANI IS FOUND LIABLE FOR DAMAGES BASED ON ANY DEFECT OR NONCONFIRMITY IN THE SOFTWARE SOLUTION(S), ANI'S TOTAL LIABILITY FOR EACH DEFECTIVE SOFTWARE SOLUTION(S) SHALL NOT EXCEED THE PRICE OF SUCH DEFECTIVE SOFTWARE SOLUTION(S) AS SPECIFIED IN THE SPECIFIC ORDER THAT GIVES RISE TO SUCH LIABILITY.

**4.0 Consequences and Survival.** Upon termination of this Agreement, Customer shall immediately discontinue all further use of the Software Solution(s). Upon termination of this Agreement, the fees associates with any work to date performed by ANI (including pro-rated amounts for work performed but not invoiced through the date of termination, as well as all outstanding invoices for work already invoiced) shall automatically be accelerated and all such invoices shall become due and payable. Notwithstanding any termination of this Agreement, the provisions of Sections 1, 2, 3, 4 and 5 shall remain in full force and effect.

**5.0 General Terms.** The Agreement may not be modified or amended except by an instrument in writing signed by duly authorized officers of both parties hereto. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, or certified mail, return receipt requested, to the address designated by each party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**5.1** This Agreement shall be governed by the law of the State of New York, exclusive of its choice of law rules.



**5.2 Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to the terms. **WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMERS OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.**

**5.3 Entire Agreement.** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.