Global Management Technologies – End User License Agreement
(Domestic)

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7.0   Dispute Resolution. Any controversy or claim arising under or related to this Agreement shall first be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association. Thereafter, any unresolved controversies of claims arising hereunder shall be settled by arbitration under the Commercial Rules of the American Arbitration Association. The location of any such mediation and/or arbitration shall be Atlanta, Georgia. The arbitrator shall be selected from the national technology panel of the American Arbitration Association. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address. The prevailing party in any action or proceeding shall be entitled to recover its reasonable attorney fees and its arbitration administrative fees and arbitrator fees.

8.0   Termination. Licensor may terminate these licenses on thirty (30) days written notice if any material term of this Agreement is violated by Licensee and such violation is not cured within such thirty (30) day period.

9.0   Force/Majeure. Neither party shall be liable for delays or failures of performance resulting from circumstances beyond their control, including without limitation, acts of God, transportation delays, riots, acts of war, government regulations superimposed after the date of this Agreement, communications line failures, or power failures.

10.0   General Terms. This Agreement represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the licensing of the Licensed Software, and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement. If any term, provision, condition or covenant of this Agreement is held to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this Agreement shall be effective unless it is in writing and signed by an authorized officer of Licensor. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Licensee without the prior written consent of Licensor. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement except as provided hereinabove. A facsimile of this Agreement and its exhibit(s) may be used as an original.
        10.1   Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Georgia, without regard to its conflict of laws provisions.
        10.2   All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth

herein, or such other address as provided in writing. Such notices shall be deemed given upon full compliance with one of the above procedures.