

ISI TELEMAGEMENT SOLUTIONS, INC.
LICENSE AGREEMENT

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THE PROGRAMS (AS DEFINED BELOW). THE PROGRAMS AND PROGRAM INSTRUCTIONS (AS DEFINED BELOW) ARE COPYRIGHTED BY ISI TELEMAGEMENT SOLUTIONS, INC., AN ILLINOIS CORPORATION ("ISI") AND LICENSED (NOT SOLD) TO YOU ("CUSTOMER"). THE TERMS OF THIS LICENSE AGREEMENT ALSO APPLY TO ANY UPDATES OR SUPPLEMENTS TO THE PROGRAMS AND PROGRAM INSTRUCTIONS.

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- 1. Sale and License.** Subject to the terms and conditions contained herein: (a) ISI hereby grants to Customer, and Customer hereby accepts, a non-exclusive license (the "RTSS License") to use rate table subscription software ("RTSS"); and (b) ISI hereby grants Customer, and Customer accepts, a nonexclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty-free, worldwide license (the "TS License") to use telemagement software ("TS"). TS and RTSS are hereinafter collectively referred to as the "Programs," and each of the RTSS License and IS License are hereinafter collectively referred to as the "License." ISI shall furnish Customer one copy of any user manuals and instructions for the Programs (collectively, "Program Instructions"). Subsequent revisions of the Program Instructions shall be provided at the request of Customer as they become available. The License granted herein is limited to normal and proper use of the Programs as described in the Program Instructions provided by ISI. Customer shall use the Programs only on equipment previously approved in writing by ISI. Usage of the Programs or any portion thereof in a networked environment is authorized provided that Customer's networked databases and servers are exclusively for access by Customer, and that it has taken all standard and necessary measures to prevent external access to those databases and servers. Customer shall not: (i) permit any third party to use the Programs; (ii) use the Programs in the operation of a service bureau; (iii) make the Programs accessible to or transferable over the Internet, or any public access network accessed by users not employed by Customer; and (iv) except as otherwise stated in Section 6, extract from, merge, join, compile, edit, copy or reproduce the Programs, nor deliver any such extraction, merging, joining, compilation, edit or copy to any other party in any form whatsoever, provided however, third party contractors working on behalf of Customer may use the Programs solely for Customer's benefit; provided that such third party contractors are bound and abide by the applicable license terms and use restrictions contained in this License Agreement and Customer shall be responsible for any breaches thereof by such third party contractors.
- 2. Term of License.** Subject to earlier termination pursuant to Section 10 hereof, (i) the term of the TS License is in perpetuity and will commence on the date on which TS is installed at Customer's site (the "Installation Date"), and (ii) the term of the RTSS License will commence on the Installation Date and will continue for the term agreed to by Customer. Within 5 days after any License terminates for any reason, Customer shall return to ISI all copies of TS and Program Instructions at the place designated by ISI or, upon request by ISI, destroy such copies. Customer shall furnish to ISI a certificate stating compliance with the preceding sentence signed by an authorized officer of Customer.
- 3. License Fees.** The license fees paid by Customer for the Programs are paid in consideration of the licenses granted under this License Agreement.
- 4. Proprietary Rights.** Customer acknowledges that title to the Programs, Program updates and Program Instructions are and shall remain in ISI or its licensor, including all applicable rights to patents, copyrights, trademarks, and trade secrets inherent therein and appurtenant thereto (collectively, "Proprietary Rights"). Subject to the restrictions contained in this License Agreement, Customer agrees: (a) that any replacements, updates, revisions, enhancements, additions, new versions or conversions made to the Programs by Customer or a third party under Customer's control shall be deemed to be part of the Programs and subject to the terms of this License Agreement; (b) to reproduce and include a statement of ISI's or its licensor's ownership and Proprietary Rights on any copies of the Programs or Program Instructions, in whole or in part; (c) not to remove from any of the Programs or Program Instructions delivered pursuant to this License Agreement any statements appearing therein concerning ownership of Proprietary Rights. ISI or its licensor shall have and retain all rights (including Proprietary Rights pertaining thereto) to all copies, partial copies, and derivative works of the Programs, and all modifications, if any, which are made to the Programs and, upon termination of this License Agreement, Customer agrees to execute assignments and any other documents necessary to evidence ISI's or its licensor's rights thereto.
- 5. Limited Warranty.** (a) ISI warrants, to Customer only, that TS shall be free from programming errors materially detrimental to the operation of IS in substantial conformity with the Program Instructions for a period of 1 year from the Installation Date. ISI's obligations under this limited warranty are limited solely to using its commercially

reasonable efforts to correct TS or, at ISI's option, issue new TS free of programming errors determined by ISI to be materially detrimental to the operation of TS, at no cost to Customer. (b) ISI warrants, to Customer only, that RTSS shall be free from defects or damage for a period of 30 days after Customer's receipt of the relevant rate table. ISI's obligations under this limited warranty are limited solely to replacing the defective or damaged rate table at no cost to Customer. (c) ISI shall have no obligations under this limited warranty in the event that: (i) the Programs have been subject to abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation, or handling, and such actions or occurrences are not the fault of ISI; (ii) the Programs are used in combination or connection with other equipment, attachments, peripherals, supplies, or software not approved in writing by ISI; or (iii) installation, repair, adjustment, maintenance or other work on the Programs is performed by Customer or any third party, unless the same shall have been expressly authorized in writing by ISI. Warranty work performed by ISI pursuant hereto shall be performed on regular business days and during ISI's regular business hours as promptly as reasonably possible following Customer's request. All requests for warranty fulfillment relating to the Programs must be made during the relevant warranty period stated herein. THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. **Confidentiality.** The Programs and the Program Instructions contain trade secrets of ISI or its licensor and are provided to Customer on a confidential basis. Customer shall maintain the confidential nature of the Programs, Program Instructions, and any information regarding the business affairs, property, method of operation, or other information relating to ISI or its licensor (collectively, "Confidential Information") by taking every reasonable precaution to protect the confidentiality thereof, but in no event less than the degree of care Customer uses to maintain the confidentiality of Customer's own confidential information. Customer shall not disclose or otherwise make available the Confidential Information, or any portion thereof, to any person other than any employee of Customer having a need to know. Customer shall take appropriate action, by instruction or agreement with such employees, to protect the confidentiality of the Confidential Information. Customer will use its best efforts to assist ISI or its licensor in identifying and preventing any unauthorized use or disclosure of the Confidential Information or any portions thereof. The Programs are offered for license and are licensed by ISI subject, in every case, to the condition that such license does not convey any right, expressly or by implication, to manufacture, decompile, disassemble, reverse engineer, modify, duplicate, or otherwise copy or reproduce the Programs or any portion thereof; provided, however, that Customer may make one copy of the Programs for backup purposes only.
7. **Injunctive Relief.** Customer acknowledges that any breach of its obligations under this License Agreement with respect to the Proprietary Rights in Section 4 or the Confidential Information in Section 6 may immediately give rise to continuing irreparable injury to ISI or its licensor inadequately compensatory in damages at law. Accordingly, ISI or its licensor shall be entitled to seek to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies which may be available, and Customer consents to and will not oppose the obtaining of such injunctive relief.
8. **Infringement Indemnity.** ISI will defend, indemnify, and hold harmless Customer and Customer's owners, officers, directors, and employees (individually and collectively, an "Indemnified Party"), at ISI's expense, from any third party claim, action, suit, or proceeding against sit Indemnified Party (a "Claim") to the extent that such Claim is based upon an allegation that a Program infringes any right protected by any patent, copyright, trademark, or trade secret of any third party that is enforceable in North America. ISI will indemnify an Indemnified Party for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from a Claim. ISI's obligations under this Section are conditioned upon the following: (i) upon becoming aware of the Claim, an Indemnified Party provides to ISI prompt written notice of the Claim; (ii) an Indemnified Party gives to ISI sole authority and control of the defense and/or settlement of the Claim; and (iii) an Indemnified Party provides all reasonable information and assistance requested by ISI to handle the defense and/or settlement of the Claim. An Indemnified Party, at its expense, may hire legal counsel of its choice to participate in an advisory capacity in discussions, negotiations, or proceedings of the Claim.

Remedial Measures. If a Program becomes the subject of a Claim, or if ISI reasonably believes that use of such Program may become the subject of a Claim, then ISI may do, at its own expense and option, at least one of the following: (i) procure for Customer the right to continue use of the Program at no additional cost to Customer for such right; (ii) replace the Program with a non-infringing Program while maintaining the Program's essential specifications; (iii) modify the Program so that it becomes non-infringing while maintaining the Program's essential specifications; (iv) refund to Customer a pro-rated portion of the applicable license fees paid to ISI for the infringing Program based upon a linear monthly depreciation over a five (5) year useful life, in which case Customer will both cease all use of the infringing Program and return such Program to ISI; or (v) take other corrective action that it deems appropriate, with the consent of Customer, provided that such consent shall not be unreasonably withheld.

Exceptions. ISI will have no defense or indemnity obligation for any Claim based upon (i) a Program that has been modified by someone other than ISI or an authorized ISI reseller, if such modification results in the allegation of the infringement; (ii) a Program that has been modified by ISI in accordance with either Customer-provided specifications

or instructions, if such modification results in the allegation of the infringement; (iii) use or combination of a Program with Third Party Products, if such use or combination results in the infringement; or (iv) Customer products or Third Party Products. The term "Third Party Products" means any products manufactured by a party other than ISI, and may include, without limitation, products ordered by Customer from third parties pursuant to ISI's recommendations. However, Third Party Products do not include components of Program that both (a) are not recognizable as stand-alone items; and (b) are not identified as separate items on ISI's price list, quotes, orders, or documentation.

No Other **Remedies Regarding Infringements.** THE FOREGOING STATES ISI'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. **Limitation of Liability.** ISI'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS LICENSE AGREEMENT, THE TERMINATION THEREOF, OR THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEM FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER WITHIN THE PRIOR 12 MONTHS, AND, IN EACH CASE, FOR THE PARTICULAR ITEM OF THE PROGRAMS THAT CAUSED THE DAMAGE OR IS THE SUBJECT MATTER OF OR IS DIRECTLY RELATED TO THE CAUSE OF ACTION. IN NO EVENT SHALL ISI BE LIABLE TO CUSTOMER OR ANYONE CLAIMING THROUGH OR AGAINST CUSTOMER FOR (i) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS; OR (ii) ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS) RESULTING FROM OR ARISING OUT OF THE DELIVERY, INSTALLATION, OPERATION, PERFORMANCE, NONPERFORMANCE, OR USE OF THE PROGRAMS OR PROGRAM INSTRUCTIONS, EVEN IF ISI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
10. **ISI Remedies.** In the event Customer fails to perform any obligation hereunder and to cure such failure within a reasonable period of time after receiving written notice thereof from ISI, ISI shall have, in addition to any other remedies at law or in equity, the right to: (a) terminate this License Agreement, whereupon Customer's right to use the Programs and Program Instructions shall cease; (b) terminate support service; and (c) take immediate possession of all copies of the Programs and Program Instructions, wherever located, and retain all prior payments for the Programs not as a penalty but as compensation for the loss suffered by ISI. Customer shall pay ISI all costs and expenses, including reasonable attorney's fees, incurred in exercising any of its rights and remedies hereunder. If more than one Customer is named in this License Agreement, the liability of each hereunder shall be joint and several. ISI's rights shall be cumulative and no delay or failure of ISI to exercise in any respect any right or remedy hereunder shall operate as a waiver thereof.
11. **Choice of Law.** This License Agreement and performance hereunder shall be governed by the laws of the State of Illinois. The sole jurisdiction and venue for any litigation or other dispute settlement proceeding arising out of this License Agreement shall be an appropriate tribunal located in Chicago, Cook County, Illinois.
12. **General.** This License Agreement may not be modified, amended, or changed except by written agreement between the parties. Any terms or conditions of any purchase order or other instrument issued by Customer in addition to or inconsistent with the terms and conditions of this License Agreement shall not be binding upon ISI and shall not apply to this License Agreement. Should any provision of this License Agreement or any remedy provided for herein be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions and remedies shall remain in full force and effect. This License Agreement shall be binding upon and inure to the benefit of all parties, their heirs, personal representatives, successors and assigns, but neither this License Agreement nor the License and rights granted hereunder shall be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of ISI.