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END-USER LICENSE AGREEMENT

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TERM AND TERMINATION. This Agreement shall be in effect until terminated by either party by the method described below.

By Licensor. Licensor may: (a) terminate this Agreement and the License granted hereunder immediately upon written notice, upon Licensee's use, copying, or modification of the Software or Documentation, or transfer of possession of any copy of the Software or Documentation to any third party, other than as contemplated under this Agreement or otherwise authorized in writing by Licensor; and (b) Licensor may terminate this Agreement and the License granted hereunder upon 30 days prior written notice if Licensee defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and such default is not remedied within 30 days of Licensee's receipt of such notice.

By Licensee. Licensee may terminate this Agreement: (a) upon 30 days prior written notice, if Licensor defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and such default is not remedied within 30 days of the receipt of such notice or (b) upon 60 days prior written notice thereof to Licensor.

Effect of Termination. If this Agreement is terminated, Licensee shall pay to Licensor all fees validly due under this Agreement and attachment to it, including all of the fees specified in Schedule A or subsequent Schedules, with the exception of any fees associated with custom development for the Licensee (Professional Solutions) which the Licensee has requested be developed for them.

GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota (without regard to the principles of conflicts of law embodied therein) applicable to contracts executed and performable in such state. In the event that the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the laws of the State of Minnesota, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern.

SEVERABILITY.   If any provision or any portion of any provision of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect; provided that such resulting construction of the Agreement does not frustrate the main purpose of the Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire license agreement between the parties and supersedes all previous license agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. Any modification and/or amendment to this Agreement must be in writing and executed by both parties.

SUCCESSORS AND ASSIGNS; CHANGE OF CONTROL. All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and permitted assigns. Licensee may not transfer, lease, assign, or sublicense this Agreement or any rights or interests in it or delegate or subcontract any obligations or responsibilities hereunder without the prior written consent of Licensor, except that Licensee may transfer, lease, assign or sublicense its entire right, interest and obligation hereunder, in full but not in part, to its Affiliate or in connection with a merger or sale of all or substantially all of Licensee's assets.

FORCE MAJEURE. Neither party shall be liable or deemed to be in default of this Agreement for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by accident, fire, flood, severe weather, explosion, war, embargo, government requirement, civil or military authority, strikes, slowdowns, picketing, boycotts, lockouts, riots, civil disturbances, or any other circumstances beyond its reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Conditions"). If any Force Majeure Condition occurs, the party delayed or unable to perform shall promptly give notice to the other party. If such condition continues uninterrupted for a period of 60 days, the party affected by the other party's delay or inability to perform may elect, at its sole discretion, to terminate this Agreement without further liability.

NOTICES. Unless expressly stated otherwise, all notices required herein shall be given in writing and shall be delivered (and notice shall be deemed effective upon delivery) in person, by courier, or sent by certified United States mail, postage prepaid, return receipt requested, to the addresses found above.

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