



DataSpecs® Governance Edition

SOFTWARE LICENSE AGREEMENT

ESP-HOSTED END USER

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- Use of DataSpecs® Governance Edition by a user of www.ARNIEdocs.info only for the purposes of ARNIE.
- Use of DataSpecs® Governance Edition during a Trial Period
- Payment of the first annual fee (the "Effective Date") by and between ESP Solutions Group, Inc., ("ESP") a Texas corporation having offices at 8627 North Mopac, Suite 400 Austin, TX 78759, and the entity registering and making the payment of the fee ("Licensee"), located at the address entered into the DataSpecs application..RECITALS

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B. ESP desires to grant to Licensee and Licensee desires to obtain from ESP a nonexclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

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1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by ESP in connection with the Software.

1.2 "Software" shall mean the computer programs in machine readable object code form and any subsequent error corrections or updates supplied to Licensee by ESP, pursuant to this Agreement.

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8627 North Mopac, Suite 400
Austin, TX 78759

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10. INDEMNIFICATION

10.1 ESP shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and ESP shall pay all costs, settlements and damages finally awarded; provided, that Licensee promptly notifies ESP in writing of any claim, gives ESP sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in ESP's opinion is likely to become the subject of such a claim, ESP shall, at its option, either: (i) procure for Licensee the

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10.2 Licensee shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of Licensee or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. ESP shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the Division or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of the state of Missouri or the Licensee, which is the Missouri Department of Elementary and Secondary Education.

11. INSURANCE. Licensee shall carry and maintain paid up policies for adequate products liability insurance, and Licensee shall provide ESP with proof of all such insurance, copies of all such policies, and any renewals thereof at ESP's request.

12. DEFAULT AND TERMINATION.

12.1 EVENTS OF DEFAULT. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (i) if a party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 13 (Nonassignability); (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2 EFFECTIVE DATE OF TERMINATION. Termination due to a material breach of Sections 2 (Grant of Rights), 5 (Copies), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13. NONASSIGNABILITY. Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of ESP.

14. GOVERNING LAW; JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

15. DISPUTES.

15.1 If a dispute arises under this agreement, ESP and Licensee agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Austin, Texas. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties to this agreement.

15.2 If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Austin, Texas, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

16. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. MISCELLANEOUS. This Agreement and its Purchase Agreement contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

When you have reviewed this license agreement, please indicate your agreement by checking the appropriate box on the previous screen.