

CobbleStone Software License Agreement

This CobbleStone Software License Agreement (this "Agreement") is entered into and by and between CobbleStone Systems Corp. DBA: CobbleStone Software ("Company") located at 428 South White Horse Pike Lindenwold NJ 08021 and {---Customer Name---} ("Customer" or "Licensee") located at {---Street1---} {---Street2---} {---City---}, {---State/Province---} {---Postal Code---} (each a "Party" and collectively the "Parties").

Whereas, Company provides software such as CobbleStone Software™, Contract Insight™ Software, CobbleStone e-Procurement Software, CobbleStone Vendor Management Software, CobbleStone e-Sourcing Software, and other Company software products as commercial off-the-shelf software, commonly referred to as CobbleStone Software and Licensee seeks to license use of Licensed Software (as further defined in this Agreement), its Documentation, and license modules provided by Company set forth in Exhibit A; and Company has experience in providing software application hosting services for such Licensed Software and is willing to provide services to Licensee based on this background; and whereas, Licensee desires to have hosting services provided by Company;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF SERVICES / DEFINITIONS

Company will provide the following services ("Services").

Application Hosting Services: Described as providing Licensed Software as listed in Exhibit A over the Internet as a software-as-a-service (SaaS) from Company's or Company retained third-party data center to the publicly facing internet connection IP address. The Application Hosting Services includes access to one production instance of the software application as specified in Exhibit A, additional instances if not specified in Exhibit A are excluded. The equipment and software used by Company in providing Services are referred to collectively as the "Products" or "Product".

Service Levels (SLA): The production system will be available from the web application server 99.5% of the time excluding Scheduled Maintenance periods and Priority Downtime (as defined below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed, for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, disk space and specifications. The application web service is defined as an http or https response from the Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of the Company, the Company cannot not guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and the Service Levels have not been met and has been confirmed by Company, the maximum amount of credit to Licensee shall not exceed the equivalence of one month of the service price in the month the outage occurred. Service Levels shall apply to production instances of the Licensed Software. In no event will the Company's maximum credit or liability to Licensee or any third-party exceed the fees paid for in the month in which the outage occurred.

Scheduled Maintenance: The "Scheduled Maintenance" period is defined as the daily time-period that the Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application's performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. The Company's daily Scheduled Maintenance is between 1:00 AM until 4:00 AM (Eastern Time U.S.A. for the U.S.A. data center) (London, England Time (BST) for the U.K. data center). For emergency purposes, at any time as deemed necessary

by the Company, Company shall have the right to temporarily suspend services to apply emergency fixes and support.

Downtime: “Downtime” shall be defined as the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application’s external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

Priority Downtime: “Priority Downtime” is defined as the timeframe the Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect the Licensee data, apply emergency fixes, respond to hack attempts, data security events, other attacks, viruses, respond to protecting the data center, and to respond to regulations as per applicable law. Priority Downtime shall not be included in the uptime guarantee.

Maintenance/Support: Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Product documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States Federal holidays. Emergency supports includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Support excludes specific work relating to Licensee without an approved workorder, excludes training and formal consulting services unless otherwise purchased in Exhibit A. All other services will be provided on a fee basis.

Activation/Activated/Delivery: Activation and Delivery for the Licensed Software means when the Licensed Software is made available to Licensee (“Activated” or “Activation”). Activation (Delivery) of the Licensed Software will be available to Licensee within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement if Licensee timely supplies all necessary information to Company. Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit A. Services, if purchased, will be mutually scheduled between the Parties. Additional services, if purchased, will be agreed to in writing via a valid purchase order or Service Agreement.

Server Session: A “Server Session” is the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and in-active period.

Named End Users/Name User: A “Named End User” (also known as a “Named User”) is defined as a user account that is set to active within the Licensed Software regardless if the user is actively using the system or not; the total number of End Users under a Named User license model (purchased in Exhibit A) is the total number of activated users regardless if the user is actively logged in or not.

End Users: An “End User” is defined by either the Named End User as purchased in Exhibit A; the total End Users shall be defined in accordance with the total number of Named End Users activated in the system wither utilizing the system or not in accordance with their respective definitions above indicated by license model purchased in Exhibit A.

Backups: “Backups” are defined as the Company providing standard backup services which include rolling thirty (30) day daily, off-site backups. The backups will use commercially reasonable efforts to ensure the reliability of data backups; however, the Company cannot guarantee or warrant any specific level of service as related to data backups. At the Licensee’s request, the Company will provide one (1) data extract or full restore no more than once annually within fifteen (15) days after such request in writing or otherwise as agreed to in writing between Parties. In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery will take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster.

2. TERM, PRICES, AND PAYMENT

Term: The initial term of this Agreement shall be twelve (12) months from date of Activation unless terminated as provided herein. After the expiration of each term, this Agreement will be automatically renewed for successive twelve (12) month terms unless either Party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.

Setup Payment: Licensee will be invoiced for the deployment and setup fees as specified in Exhibit A when the system is provided to the Licensee for login ("Deployment") and are due within thirty (30) days of valid invoice.

Invoicing and Payments: Hosting, software, and license fee(s) as specified in Exhibit A will be invoiced when Licensed Software is made available to Licensee for login and is due and payable within thirty (30) days of receipt of valid invoice. Charges for training, work-sessions, configuration, and other services, if any, supplied shall be invoiced upon completion and due within thirty (30) days of valid invoice. All pricing and currency amounts are expressed in United States Dollars. Pricing for License fees during the first twelve (12) months will remain fixed at rates specified in Exhibit A based on volume purchased. Rate increases (if any) for License fees, after the first year are capped and will not exceed eight percent (8%) per year which shall include increasing disk space/data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware. After the initial term, Company shall have the right to increase its charges upon thirty (30) days' notice prior to renewal via invoice subject to the rate cap set forth herein.

Past Due Payments: Licensee is in breach of the Agreement, and Company may suspend or terminate services, if payments for valid invoices are not paid in accordance with the payment terms stated herein. Interest charges of 1.50% per month (or the highest rate permissible under law, if less) may accrue daily on amounts not received when due. Company reserves the rights to terminate this Agreement with notice to Licensee. Company shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Company has not yet been paid. If Licensee is in default, including termination of this Agreement other than as permitted by its terms, Company will terminate services and Licensee will pay Company in one lump sum the sum of the monthly fee and the portion of the term remaining immediately prior to default. Any remaining pre-paid unused portion of the contract term remaining shall be refunded calculated by the number of months remaining divided by the initial term multiplied by the term amount.

Additional Services: Services as purchased in accordance to Exhibit A shall be delivered based on the hours or items purchased in Exhibit A as per the requirements stated in Exhibit A. Scheduling for such services (if any) will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties stakeholders. Charges for additional products or services as set forth in any subsequent purchase order or Service Agreement shall be as set forth in that Purchase order or Service Agreement and subject to Company's then current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); and configuration rules (if purchased); connection strings, technical resources, and licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.

Tariff/Tax Applicability: In the event that any items ordered by Licensee are or become subject to a tax or tariff, the Licensee will pay or reimburse Company for any tariff fees, taxes and other charges imposed as a result of this Agreement, including sales and use taxes, duties or levies imposed by any authority, government or government agency (excluding taxes on real estate owned by Company or taxes levied on Company's net income).

Cancellation / Termination by Licensee: Licensee may terminate this Agreement with thirty (30) days written notice. Any remaining pre-paid unused portion of the contract term remaining shall be refunded calculated by the number of months remaining divided by the initial term multiplied by the term amount. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

3. LICENSEE RESPONSIBILITY

Passwords: Licensee agrees not to use or perform any process, program, or tool which would be used for the purposes of guessing passwords, denial of service attacks, or that makes unauthorized attempts to access or compromise the Licensed Software, other systems or networks. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.

Compliance with Law and Regulations:

The Licensee agrees to not use of the Service or Licensed Software or posting of any data in violation of applicable laws or regulations and is prohibited, including but not limited to applicable export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material and trade secrets. The service provided hereunder is not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules or regulations, included but not limited to limitations of use by such governments, limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including SLAs, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, and denial of service attacks into the services or Licensed Software. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee's expense. Licensee will take all reasonable and commercially standard efforts to protect the services and Licensed Software from malware, viruses, intrusion, hacks, or other actions required to for adequate security protection of the Licensed Software and Licensees' End Users.

Company may terminate this Agreement at any time for violations of applicable laws or regulations that govern this Agreement. Following such a termination, Licensee shall pay Company in one lump sum the product of the monthly fee and the portion of the term remaining immediately prior to termination of this Agreement.

4. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:

{---Customer Name---}
{---Street1---} {---Street2---}
{---City---}, {---State/Province---} {---Postal Code---}

If by e-mail:

If for Company:

CobbleStone Systems Corp.
Attn: Legal
428 South White Horse Pike

If by e-mail: legal@CobbleStoneSoftware.com

E-mail shall be accepted form of delivery if confirmed by recipient. Mailing addresses may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

Other notices. Open Source disclosures are made available at <http://insightwiki.cobblestonesystems.com/default.aspx?pg=4j17Ruhyzqu1m9%2bRTRWtsw%3d%3d&fvi=ojhfy7gl7lxKaxuVHm9UAW%3d%3d>

5. TITLE TO PRODUCTS AND SERVICES

All title to Company software, the Licensed Software, its documentation (or which are otherwise or subsequently provided by Company) are the property of Company and remain the property of Company during and after the term of this Agreement.

All non-public data and content and related files from the Licensee's application are the property of Licensee and remain the property of Licensee during and after the term of this Agreement.

License. The software program and products provided by Company (the "Program", "Licensed Software") and the Licensed Software accompanying documentation (the "Documentation") are licensed, not sold, to Licensee as purchased in Exhibit A. The term "Program", "Product(s)", and "Licensed Software" shall also include its Updates, patches and Upgrades of the software program and related services licensed to Licensee by Company and its add-on module(s) purchased as stated in Exhibit A. Subject to the terms of this Agreement, Licensee has a non-exclusive and nontransferable right to use the Licensed Software, Products, and Documentation. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed Software or Program. The term "Upgrade" (and "Updates") means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software or Product with a newer version of the purchased Licensed Software or Product. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software, Product, and Documentation from unauthorized disclosure or use. Licensee shall not utilize Licensed Software for more End Users than the number of Licenses for which it has paid a License. Licensee shall not export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights or additional rights to the Licensed Software, Documentation, any modifications, Updates, services thereto, or any related materials to Licensee or to any third-party. Company shall retain all right, title and interest in the Licensed Software and Documentation including its updates, modifications, derivative works, and related materials except as specifically granted herein. Licensee shall retain all copyright and trademark notices on the Licensed Software and Documentation and as otherwise necessary to protect Company intellectual property rights.

Limitations of Use. Licensee may not rent, lease, sell, provide unlicensed access, or otherwise transfer or distribute copies of the Licensed Software or Documentation to others. Licensee may not reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software. Licensee is responsible for licensing its use of any third-party products or components, Company does not provide license to third-party products, software, components, or services.

6. TREATMENT OF CONFIDENTIAL INFORMATION

All right, title, and interest in and to any Licensee content or Licensee data relating to Licensee business shall remain the property of Licensee. Company recognizes that all Licensee data stored on Company network is confidential and may contain non-public Licensee information. Company, pursuant to this Agreement shall use reasonable efforts to protect and keep confidential all non-public data provided by Licensee.

Licensee recognizes that any software and related Company information provided to Licensee pursuant to this Agreement are confidential information of Company and constitutes valuable trade secrets of Company. Licensee shall use reasonable efforts to protect and keep confidential all software, programming, processes, screens, employee names, customers, plans, information, documentation and items commonly known in business to be confidential and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with or otherwise misuse Company software or disclose Company confidential information. Consumer data usage policy: Additional privacy policies and terms can be found at <https://www.cobblestonesoftware.com/company/privacy-policy>.

7. WARRANTIES/DISCLAIMERS/LIMITATIONS OF LIABILITY

Company warrants that:

(A) all goods utilized by Company in providing Services will be in good working order and will conform to Company's service specifications on the date installed,

(B) all work performed by Company, in providing Services, shall be performed in a good and workmanlike manner; and that the Licensed Software shall perform in all material respects in accordance with Documentation of the Licensed Software as provided by Company and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and re-fund a pro-rated portion of paid annual hosting fees for License Fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Company warrants that the Licensed Software will perform in accordance with its specifications, descriptions, standards, and functionality set forth in Documentation. Due to the complex nature of software, Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software equipment and software configurations. The services enable authorized Licensee users to add, alter and delete Licensee data in a manner consistent with the functionality of the Services which may not be recoverable by Company outside the backup retention period. Licensee expressly assumes all risk for its data and use.

(C) it has sufficient legal rights to provide Services to Licensee.

THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensee acknowledges that information available from or through Services or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of Licensee data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee data or related processes. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing Services, including but not limited to internet connectivity, web hosting, server allocation or dedicated web hosting. The use of any information obtained from or through Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any Customer data created, stored, or transmitted outside of the Licensed Software.

LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD-PARTY. IN THE EVENT OF ANY DEFAULT BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY EXCEED THE FEES PAID BY LICENSEE TO COMPANY IN THE PRIOR TWELVE MONTHS OF DEFAULT.

If Licensee is in Default, Company may terminate this Agreement and retake possession of any goods provided to Licensee and not yet paid for (before, during or after any action to recover sums hereunder), in which case Licensee shall provide Company full and free access to such goods. Company will retain data for thirty (30) days after termination, thereafter, Company may decommission and purge Licensee data. Further, Company shall retain all payments made hereunder, and recover charges and costs owed by Licensee as well as other damages Company may have sustained because of Licensee's Default, including but not limited to reasonable attorney and collection fees. For purposes of this Agreement, Licensee shall be deemed in "Default" in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

8. INDEMNIFICATION

Licensee's Misuse: Licensee agrees utilize the Licensed Software and perform its obligations subject to the license granted herein and the terms of this Agreement. Licensee agrees to hold Company, its employees, directors, and affiliates harmless and indemnify Company, its employees, directors, and affiliates harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs, and expenses, including reasonable attorneys' fees arising, from Licensee's misuse of Services or Licensed Software or any violation by Licensee of any of the terms of this Agreement, including but not limited to using Services and publication of any image or information by Licensee's or its users in violation of applicable laws. Licensee acknowledges and agrees that Company may block access to Licensed Software if either Party receives notice of any violation, and Licensee agrees to indemnify and hold Company harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs and expenses, including reasonable attorneys' fees, related to blocking such access or such notice.

Company's indemnification or liability obligations (if any) shall not apply to the extent the damages relate to or arise out of: (i) the specific content of Licensee data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Licensee and/or its users (iii) data stored outside of the software provided by Company, (iv) acts by Licensee that could reasonably be avoided.

9. GENERAL

Licensee's rights to use services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect. This Agreement does not confer any benefits on any third-party unless otherwise stated in this Agreement. Any legal action arising out of Company's provisioning of Services, including the failure, malfunction, or defect in the Services, shall be brought within one year of the occurrence, or is deemed waived.

Performance. Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, acts of nature

(including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

Dispute resolution. Any dispute, matter, controversy, or claim arising out of or related to this Agreement would first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR"), or if CPR is not agreeable, JAMS (as mutually agreed to between the Parties in advance), or as agreed to between the Parties. The mediation shall be conducted in New Jersey or other location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.

Publicity. Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Customer name in bids, proposals, press releases, audits or as required by applicable laws or regulations or as legally compelled to do so.

Independent Contractor. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other party, and neither Party will hold itself out as having such right or authority.

Entire Agreement. This Agreement represents the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein; in the event of a conflict of terms, the terms herein supersede any other written or oral agreement. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement does not confer any benefits on any third party unless it expressly states that it does. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Licensee. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This Agreement, and any amendment or supplement hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one instrument. The execution of any such amendment or supplement by any Party will not become effective until all the Parties have executed counterparts hereto or thereto. This Agreement, amendment or supplement may be executed by facsimile or electronic signatures, which signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

Accepted by Licensee:
{--CUSTOMER NAME--}

Accepted by Company:
COBBLESTONE SYSTEMS CORP.

FULL NAME/TITLE

FULL NAME/TITLE

SIGNATURE / DATE

SIGNATURE / DATE