

License Agreement

This agreement is with **12noon**, an entity, with its principal office in Arlington Heights, Illinois (herein called "Licensor") and the purchaser of this license, (herein called "Licensee").

The purpose of this Agreement is to provide the Licensee with a license to use **Resolution Changer**, a software product developed by the Licensor, for installation in a commercial environment. The license granted extends worldwide.

Therefore, the parties have agreed as follows:

Software License.

The licensor grants to the Licensee a non-exclusive software license, subject to the terms of this Agreement, to use Resolution Changer in for, or in connection with, any software sold by it to any of its customers.

The Licensee may make one copy of the program for backup purposes.

The Licensee will maintain adequate security measures to safeguard the software from access or use by any unauthorized person. The Licensee will not decompile, disassemble or reverse engineer the software or permit others to do so.

Ownership.

The Licensee acknowledges that the Licensor owns all rights, title and interest in the licensed software and will promptly report any infringement of those rights or materials to the Licensor.

Payment.

For supply of the **Resolution Changer** software, the Licensee will pay **US\$499** for a license for use of the software by any customer at any customer site.

Confidentiality.

The Licensee will take reasonable measures to keep all confidential information licensed under this agreement confidential.

Term.

The licenses provided under this Agreement are effective until terminated. The Licensee shall exercise its rights for the license provided under this Agreement within 12 months from the date of execution of this Agreement, failing which the licenses shall automatically stand terminated.

Assignment and Sublicense.

Without prior written permission from the Licensor, the Licensee shall not assign the licenses under the Agreement and, except as specifically allowed by this Agreement, shall not grant any sublicenses of the rights licensed under this Agreement.

Indemnification.

The Licensee will indemnify, defend and hold the Licensor harmless against claims or suits arising from use of licensed software asserted by or on behalf of any of the Licensee's customers or other parties to whom the Licensee or the Licensee's employees or agents provided such works based in whole or in part on acts or omissions of the Licensee's employees or agents including non-compliance with the specifications and technical information provided by the Licensor, and/or any action or failure to act by the Licensee's employees or agents; as well as claims for negligence, breach of contract, or similar claims or suits relating to products or services sold by the Licensee or the Licensee's employees or agents. The Licensee's obligations under this paragraph include the payment of any defense costs and attorney's fees incurred by Licensor.

Taxes.

Applicable taxes on all payments relating to, or arising out of, this Agreement shall be borne by the Licensor.

Choice of Law.

This agreement will be governed by the laws of the United States of America. In the event of a dispute concerning the parties' rights and obligations under this Agreement, each of the parties agree to submit to the exclusive jurisdiction of the courts of the State of Illinois.

Severability.

If any part of this Agreement is found to be void or unenforceable by a court with competent jurisdiction, it will not affect the validity of the remaining terms of this Agreement, which shall remain valid and enforceable according to the remaining terms and conditions.