

## SHAREPOINT ZIP LICENSE AGREEMENT

**THIS SHAREPOINT ZIP LICENSE AGREEMENT** (this "*Agreement*") is entered into by and between **BLACKBLADE ASSOCIATES, INC.**, a Virginia corporation (the "*Company*," "*Us*" or "*We*") and the person, organization or entity (the "*Licensee*," "*You*" or "*Your*") which has purchased or otherwise acquired the Sharepoint Zip software tool (the "*Zip*") subject hereto.

**BY CLICKING THE ACCEPTANCE BUTTON BELOW OR ACCESSING, USING OR INSTALLING ANY PART OF THE SHAREPOINT ZIP TOOL PROVIDED HERewith, YOU EXPRESSLY AGREE TO BE BOUND BY, AND STRICTLY ADHERE TO, ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT AND DO NOT ACCESS, INSTALL OR USE ANY PART OF THE ZIP TOOL.**

**IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY RETURN THE ZIP TO THE COMPANY WITHIN TEN (10) DAYS FOR A FULL REFUND. IF YOU LOAD THE ZIP OR RETAIN IT FOR A PERIOD OF TEN (10) DAYS AFTER RECEIPT THEREOF, YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS.**

### Agreement

- 1. DEFINITION OF ZIP.** As used herein, the term "*Zip*" or "*Zip Tool*" means the computer software programming and code (the "*Software*"); any CDs or DVDs used as a medium of delivery; all forms, templates, documents and materials provided for use in conjunction with the Software (the "*Documentation*"); any and all updates, enhancements or supplemental materials provided with regard thereto and any and all other data and information provided by the Company other than information or data provided by Licensee.
- 2. SHAREPOINT SOFTWARE LICENSE. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE ZIP REQUIRES A FULLY FUNCTIONING COPY OF MICROSOFT'S SHAREPOINT SOFTWARE AND ACCEPTANCE OF MICROSOFT'S SHAREPOINT LICENSE AGREEMENT (THE "*MICROSOFT LICENSE*"). LICENSEE HEREBY AGREES TO INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL VIOLATIONS OF THE MICROSOFT LICENSE, AS AMENDED. LICENSEE AGREES TO USE THE ZIP AT ITS SOLE RISK IN ACCORDANCE WITH THIS AGREEMENT AND THE MICROSOFT LICENSE.**
- 3. LICENSE FEES.** The Zip is subject to payment of a license fee to the Company in the aggregate amount of **Nineteen Hundred Ninety Nine and 00/100 dollars (\$1999.00)** per Sharepoint Front End Web Server served, accessed, operated or available through use of the Software (the "*License Fees*").
- 4. LICENSE GRANT.** Subject to the terms of this Agreement and payment of all License Fees, the Company hereby grants to Licensee (and Licensee alone) a non-exclusive, non-transferable, perpetual (subject to termination for material breach) right and license to use the Zip Tool for Licensee's own internal purposes on Licensee equipment at Licensee-owned or controlled locations (the "*Zip License*"). THE ZIP LICENSE DOES NOT INCLUDE ANY RIGHT FOR ANY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO ANY AFFILIATES, CONTRACTORS OR AGENTS OF LICENSEE, TO RECEIVE, ACCESS OR USE THE SOFTWARE IN WHOLE OR IN PART. As used herein, the term

"Affiliate" shall mean any person, organization or entity controlling, controlled by or under common control with Licensee, including but not limited to subsidiaries, correspondents and parent entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity.

**5. ADDITIONAL LICENSE RESTRICTIONS.** The Zip License is subject to the following additional limitations, restrictions and terms of use. Accordingly, Licensee may not:

(a) Use the Zip Tool or any part thereof on a computer or in a network environment of a type, category or specification for which the Software is not compatible;

(b) **MAKE ANY COPIES OF THE SOFTWARE**, even for back-up purposes. If the Software should be lost or destroyed by Licensee, the Company will provide a replacement copy without charge upon Licensee's execution of a lost-Software affidavit. Notwithstanding the foregoing, the Licensee may make as many copies of the Documentation as necessary for its internal use only, subject to the terms hereof. Licensee shall not take any action to remove or deface any copyright notices, trade marks, legends and logos on the Zip Kit or Documentation.

(c) Convey, lend, distribute, sell, rent, assign, sub-license, transfer or otherwise provide access to (electronically or otherwise) the Zip Tool, the Software or any part thereof to any person, organization or entity outside the legal entity of Licensee or make the Zip or Software available for use by others in any time-sharing, service bureau or similar arrangement (including by Affiliates);

(d) Modify, create any derivative work of, reverse engineer, disassemble, decompile, reverse translate or in any way decode the Zip Tool or the Software, in whole or in part, in order to derive any source code or other benefit therefrom; and/or

(e) Publish or otherwise disclose information relating to the performance of the Zip Tool or Software to any third party unless and to the extent required by law or regulation or as agreed by the Company in writing.

**6. OWNERSHIP OF ZIP; LICENSEE DATA.** Except as provided herein, all right, title and interest in and to the Zip Tool, Software and Documentation, and all elements thereof, including but not limited to copyrights, patent rights, moral rights, design rights, mask works, trade secrets and all other intellectual property and commercial rights, are owned exclusively by the Company and neither Licensee nor any third party hereby acquires any right, title or interest therein other than the right to use it in accordance with this Agreement. **NOTWITHSTANDING THE FOREGOING, LICENSEE SHALL HAVE AND RETAIN SOLE OWNERSHIP OF ANY AND ALL LICENSEE DATA AND INFORMATION USED WITH OR INSERTED INTO THE ZIP TOOL.**

**7. NO OBLIGATION TO SUPPORT; EXCLUSIVE REMEDY.** The Company shall have no obligation at any time to support, maintain, upgrade or enhance the Zip Tool, Software or Documentation or to make any modifications thereto; *provided, however, that* if any DVD or CD should be defective or if the Software should fail to operate in accordance with its specifications, the Company will promptly replace such defective DVD, CD or Software without charge as the Company's sole obligation and Licensee's exclusive remedy for any defects hereunder.

**8. CONFIDENTIALITY.** Licensee acknowledges that the Zip Tool contains valuable trade secrets and confidential information of the Company, including but not limited to, the architecture and

functionality of the Software; the appearance, content and flow of the Software screens; the organization, design and content of the Zip Tool; and the method and pattern of user interaction with the Zip Tool. Licensee agrees not to share, disclose or transfer, and not to permit any third party to share, disclose or transfer any trade secrets or confidential information of the Zip Tool or the Company.

**9. TERMINATION OF LICENSE; SURVIVAL.** This Agreement is effective upon your acceptance of the Zip Tool as set forth herein and shall continue in full force until terminated. You may terminate this Agreement and Your use of the Zip at any time, in your discretion, by deleting the Software and Zip from any and all computers and media. Without prejudice to the foregoing, the Company may terminate this Agreement and the Zip License solely for (a) Licensee's nonpayment of fees after five (5) days prior written notice of such nonpayment, and (b) any material, uncured breach of this Agreement by Licensee. Upon any termination of this Agreement, (i) the Zip License shall terminate; (ii) Licensee shall delete from all computer systems and media or destroy any and all copies of the Zip Tool, Software and Documentation; and (iii) Licensee shall permanently terminate any and all use of the Zip Tool, Software and Documentation. Upon any termination of this Agreement, the provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive.

**10. DISCLAIMER OF WARRANTIES.**

(a) THE ZIP TOOL IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INTERFERENCE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION AND ANY WARRANTIES ARISING FROM A COURSE OF USAGE OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

(b) YOU ALONE SHALL DETERMINE IF AND TO WHAT EXTENT THE ZIP TOOL KIT WILL MEET YOUR NEEDS AND YOU ALONE SHALL BEAR THE ENTIRE RISK OF ITS PERFORMANCE OR NON-PERFORMANCE. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, LOSSES, LIABILITIES, DAMAGES, EXPENSES OR CLAIMS INCURRED AS THE RESULT OF YOUR USE THEREOF.

**11. LIMITATION OF LIABILITY AND DAMAGES.** THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES UNDER ANY THEORY OF LIABILITY OR RECOVERY, WHETHER SUCH DAMAGES ARE DIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR INDIRECT AND WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR NON-USE OF THE ZIP TOOL OR DOCUMENTATION. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE ZIP TOOL AND TERMINATE THIS AGREEMENT.

**12. INDEMNIFICATION.** You agree to indemnify, hold harmless and defend the Company and its shareholders, officers, directors, employees and agents from and against any and all third party actions, claims, damages, debts, demands, losses and liabilities, including attorney's fees, asserted against the Company and arising out of or relating to this Agreement or Your use of the Zip Tool.

**13. GENERAL PROVISIONS.** Nothing in this Agreement is intended to nor shall be deemed to create a joint venture, partnership, agency or employment relationship between the Company and Licensee. The waiver or failure of either party to exercise any rights provided herein shall not be deemed

a waiver of any further right hereunder. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect, and the invalid term or provision shall be replaced by such valid term or provision as comes nearest to the intention underlying the invalid term or provision. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, discussions and understandings between them concerning the subject matter hereof. No amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by both parties. The Company may assign or transfer any of its rights or duties under this Agreement, in its discretion, without Licensee's consent.

**14. GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law, and specifically excluding any application of the U.N. Convention on the International Sale of Goods. For all disputes arising out of or relating to this Agreement, the parties irrevocably consent to the exclusive jurisdiction of the Commonwealth of Virginia and exclusive venue of any state court located in Fairfax County, Virginia and the U.S. District Court for the Eastern District of Virginia, Alexandria Division. **ALL SUCH ACTIONS SHALL BE TRIED BY THE COURT SITTING WITHOUT A JURY AND THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY.** In connection with all actions or proceedings in which the Company prevails against Licensee, the Company shall be entitled to recovery of its costs and expenses, including attorneys' fees.

IN WITNESS WHEREAS, as indicated below, the parties do hereby consent to the foregoing terms and conditions of this Sharepoint Zip License Agreement as of the date of acceptance hereof:

**I ACCEPT**

**I DO NOT ACCEPT**