

**RED OAK SOFTWARE, INC.  
HP INTEGRATOR RUNTIME SERVER MODULE**

**END USER SOFTWARE  
LICENSE AGREEMENT**

**IMPORTANT-READ CAREFULLY:**

This End-User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity, the "Licensee") and Red Oak Software, Inc. ("Red Oak"), a New Jersey corporation. By installing, copying, or otherwise using this product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use this product.

**1.0 LICENSE GRANT**

Red Oak hereby grants Licensee a non-exclusive, non-transferable license that may be either perpetual or renewable. Licensee may use the Software as defined below, but may not sell, transfer, or sublicense the Software, as follows:

- 1.1** "Software" means the set of software programs licensed by Red Oak to Licensee in computer readable form as part of this Agreement, known as HP Integrator Run-Time Server Module. Software includes, but is not limited to, platform software (object code) and all optional software integrations or utilities that may define the operating environment. The Software also includes all additions, corrections, enhancements, modifications, revisions, user manuals and related technical information provided by Red Oak that facilitate the use of the Software.
- 1.2** Licensee is authorized to install, use, display, and operate the Software provided as part of this Agreement, for its own internal use, on a single "Computer Server": computer hardware and operating system software on which the Software is designed to run. Fees for both perpetual and renewable license are based upon the number of Central Processing Units (CPUs) of the Computer Server. Licensee shall notify Red Oak if the Software is to be installed on any other Computer Server, prior to use. The Software may be temporarily installed and used on another Computer Server in the event that the intended Computer Server is inoperative due to malfunction. This license does not allow Software to be installed concurrently on two Computer Servers.
- 1.3** Red Oak retains all proprietary rights to any changes and enhancements made to Red Oak's source code by any party. Any computer code or programs developed by Licensee, other than that part which is licensed Software or derivatives thereof, shall belong to Licensee.

- 1.4 Licensee is authorized to make three (3) copies of the original recorded media provided by Red Oak for archival purposes or as part of Licensee's normal system backup procedures. Each archival copy shall display the same program name, serial number, version number, copyright and trademark notices as the original licensed copy provided by Red Oak.
- 1.5 Licensee may not sublicense, assign or transfer its interest in the Software to another person or entity without the prior written approval of Red Oak. Any proper assignment shall be binding on any successors or assigns.

## **2.0 PROPRIETARY RIGHTS AND PROVISIONS**

- 2.1 The Software contains Confidential Information proprietary to Red Oak. "Confidential Information" means information including, but not limited to: the program structure, logic, data structures, design, processes, procedures, formulas and algorithms contained in the ordered set of instructions, which together constitute the Software; documentation (excluding manuals that are publicly available but including this Agreement); and any other information marked as Confidential or Proprietary. Licensee shall use the Software only for the purposes set forth herein. Title to and ownership of the Software and all portions thereof, and all applicable rights in patents, copyrights and trade secrets in the Software shall remain exclusively with Red Oak and its licensors, if any. The license to Licensee does not constitute a sale of Red Oak's proprietary data and computer programs provided to Licensee.
- 2.2 Licensee shall use reasonable care to prevent unauthorized disclosure, use, reproduction, or distribution of the Software. Except as set forth herein or as may be permitted in writing by Red Oak, Licensee shall not provide or otherwise make available the Software or any part or copies thereof to any third party. Licensee shall not seek to discover any Red Oak Confidential Information by reverse engineering, decompiling, or disassembling the Software, or any portion thereof, nor otherwise attempt to create or derive the source code.
- 2.3 Licensee shall not alter or delete any copyright or trademark notice, trade name, or other markings that identify Red Oak's proprietary rights and interests.
- 2.4 Licensee agrees to allow its name and logo to be included in Red Oak marketing materials, including, but not limited to: press releases, collateral materials, sales presentations and web sites. Licensee also agrees to cooperate with Red Oak in the writing of a case study, for marketing use by Red Oak, including descriptions of: your business, the technical challenges faced, the technology environment, why Red Oak products were chosen, and, the results and business benefits.
- 2.5 The Software is "commercial computer software" and "computer software documentation" as defined in DFAR 252.227-7014, Rights in Noncommercial

Computer Software and Noncommercial Computer Software Documentation (June 1995) and "restricted computer software" as defined in FAR 52.227-19, Commercial Computer Software Restricted Rights (June 1987). Department of Defense activities shall have only those rights specified elsewhere in this Agreement. Other federal government agencies shall have the right to use, duplicate or disclose the Software strictly in accordance with paragraph (c) of FAR 52.227-19.

- 2.6** This Agreement is subject to all US laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations. Export, re-export or transshipment of the Software or any other technical data licensed under this Agreement, or the derivative products thereof, is contingent upon prior written authorization from Red Oak and compliance with all necessary US Government approvals and licenses.

### **3.0 WARRANTY**

- 3.1** Red Oak warrants that all items provided by it, and services rendered hereunder, will conform to the requirements of this Agreement, will be substantially free from defects in material and workmanship, and will generally conform to the applicable published specifications under normal use and service.
- 3.2** Red Oak does not warrant that the functions of the Software will meet Licensee's requirements or that its operation will be uninterrupted or error free. Red Oak will not be responsible for loss or damage resulting from any delay in the use of the Software provided herein.

### **4.0 LIMITED LIABILITY AND INDEMNIFICATION**

- 4.1** The total liability of Red Oak for any and all claims, whether in contract or tort (including negligence and products liability), or otherwise, which arise out of, or are connected with, or result from any performance or non-performance of Red Oak hereunder shall not exceed the aggregate purchase price or license fees paid by Licensee to Red Oak hereunder. Except as expressly provided herein, Red Oak disclaims all liability for any loss or damage claimed to have resulted from the use, operation or performance of the Software or related in any way to its acquisition, regardless of the form of action. In no event will Red Oak be liable for any indirect, consequential or punitive damages.

### **5.0 GENERAL**

- 5.1** The validity and performance of this Agreement shall be governed by the laws of the State of New Jersey, USA. Any dispute arising from or in connection with

this Agreement shall be subject to binding arbitration in New Jersey in accordance with the commercial rules of the American Arbitration Association, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. The prevailing party in any dispute under this section shall recover reasonable attorney's fees and costs (including arbitration costs) from the other party.

**RED OAK SOFTWARE, INC  
HP INTEGRATOR RUN-TIME SERVER MODULE**

**EXHIBIT A  
SOFTWARE MAINTENANCE SERVICES AND UPDATES**

**1.0 SOFTWARE MAINTENANCE SERVICES**

- 1.1** "Error" shall mean any failure of the Software to substantially conform to the specifications included in the documentation delivered with the Software.
- 1.2** "Error Correction" shall mean a software modification or addition that, when made or added to the Software, establishes material conformity to the specifications in the documentation delivered with the Software.
- 1.3** Software Maintenance Services ("Maintenance") includes the response to and resolution of encountered Errors in the Software by telephone, electronic mail, fax or delivery of Error Corrections, Enhancements, Updates and Releases. Maintenance shall be within reasonable limits, as determined by Red Oak, and does not include requests for basic product training or technical consulting. Red Oak shall use best efforts to correct Errors in the Software, so long as Errors are repeatable by Red Oak, or to provide a software patch or bypass around such Error. No warranty is made that all Errors can or will be corrected. Licensee shall provide Red Oak with reasonable direct and/or remote access to Licensee's equipment and the Software, and shall provide such reasonable assistance as Red Oak may request, including, but not limited to, providing sample output and other diagnostic information.
- 1.4** "Maintenance Period" shall mean an initial period of one year, commencing on the purchase date, or renewal of Maintenance for perpetual licenses, or the full term of a renewable license.
- 1.5** Licensee agrees to notify Red Oak of any suspected Errors exhibited by the Software. Red Oak will respond in a timely manner to requests for assistance, provide confirmation of receipt and an estimate of the time required for diagnosis and resolution of the problem. Red Oak will use its best efforts to reproduce such Errors and take the necessary steps to provide an Error Correction.
- 1.6** Updates & Enhanced Releases: During all Maintenance Periods, Red Oak will provide Licensee, at no additional cost, with one (1) copy of each release of the Software that is made available for sale to end users during the term of the Maintenance.

**2.0 HOW TO OBTAIN MAINTENANCE**

- 2.1** Red Oak will provide telephone and e-mail support and assistance during normal business hours; Monday through Friday at (877) 660-4688 and mailto: support@redoaksw.com.

### **3.0 TERMS AND EXPIRATION**

- 3.1** Unless otherwise agreed to in writing, Red Oak reserves the right to change annual Maintenance fees and/or Maintenance terms and conditions upon renewal of the Maintenance Period. Fees are payable in advance at the beginning of each new Maintenance Period and are based on Red Oak's list price for each Software product.
- 3.2** Should Licensee cancel any Maintenance renewal, and subsequently decide to reinstate Maintenance, Licensee must purchase twelve (12) months of new Maintenance at the then current fees, plus back Maintenance for the number of months Maintenance has lapsed, up to a maximum of twelve (12) months. Additionally, Licensee may be required to update the Software to the current version, including any payment of upgrade fees, before Maintenance will be provided. This reactivation of services may be pro-rated to correspond to any current Maintenance period, if applicable.
- 3.3** Red Oak reserves the right to discontinue Maintenance for any prior version of the Software if a superseding version has been available to Licensee for more than eighteen (18) months.
- 3.4** Red Oak will not be obligated to provide Maintenance under this Agreement for Software that has been altered or modified by anyone other than Red Oak. This Maintenance applies only to the operation of the Software when used in the operating environment specified in section 1.2 of the HP Integrator Run-Time Server Module License Agreement.
- 3.5** Red Oak will not be obligated to make modifications to the Licensee's computer hardware, operating system software, or third party application software required for operation of the Software.

**End User License, Rev. 9/20/2001**