

COMMERCIAL SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made this **SEE BLOCK 3 OF CONTRACT**, by and between Modus Operandi, Incorporated, a Florida corporation ("Licensor") with its primary office located at 1333 Gateway Drive, Suite 1026, Melbourne, Florida 32901, and **SEE BLOCK 9 OF CONTRACT** ("Licensee") with its primary office located at **SEE BLOCK 9 OF CONTRACT** (each also individually referred to as "Party" and together as "Parties").

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1. DEFINITIONS. For purposes of this Agreement, the following terms are defined as below:

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"Licensee" means the legal entity which has acquired license rights in the Software and Documentation.

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"Order," if applicable, means the document by which Software and Support Services are ordered by Licensee. The Order(s) shall reference and be solely governed by this Agreement.

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"Software" means the source code (if supplied), object code, configuration files, and Licensor-provided data files for the software product which is subject to this Agreement (see Exhibit A), and the related Documentation, including any upgrades or updates.

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c. Assignment. This Agreement shall bind each Party's successors and assigns. Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor. Any assignment or transfer in violation of this section shall be void.

d. Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

ENTIRE AGREEMENT. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms in the Order.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Modus Operandi, Inc.:

Licensee Name: SEE BLOCK 9 OF CONTRACT

By: SEE BLOCK 30 OF CONTRACT

By: SEE BLOCK 31 OF CONTRACT

Name: _____

Name: _____

Title: _____

Title: _____

**EXHIBIT A
SCOPE OF LICENSE**

A. Software (list the software licensed under this Agreement):

- a. Movia software
- c. GoJS Diagramming Library software (3rd party commercial software included in Movia)

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C. Licensee Information:

- a. Licensee Name: See the Contract BLOCK 9
- b. Licensee Address: See the Contract BLOCK 9
- c. Point of Contact Name(s), Phone Number(s), e-mail address(es): See the Contract

D. Term:

The license rights granted herein are valid for the period performance of the Contract, including any extensions thereof, plus an additional six (6) months.