

**EXHIBIT A**

**Master Software License Agreement  
between S.C. INFO WORLD S.R.L. and  
Department of Veterans Affairs**

This Info World Master Software License Agreement, effective as of June 10, 2011 ("Effective Date"), by and between Info World, a Romanian corporation, with offices located at Intrarea Glucozei nr. 37-39, Sector 2, 023828, Bucuresti, Romania ("Info World"), and the Department of Veterans Affairs ("Licensee" or "VA"). The parties agree as follows:

**I. DEFINITIONS**

- 1.1 "Agreement" means the Info World Master Software License Agreement, its Appendices and Exhibits.
- 1.2 "Documentation" means Licensed Software Product documentation provided to Licensee by Info World which formally describes the use, function, or technical details of a Licensed Software Product for the benefit of customers (e.g., installation guides, user guides, and reference manuals).
- 1.3 "Error" means a failure of a Licensed Software Product to perform substantially in accordance with the applicable material technical specifications set forth in the Documentation pertaining to that version of the Licensed Software Product (excluding faults in the Documentation itself), which failure is reproducible by Info World on an unmodified copy of the most current version of the Licensed Software Product. Errors are further classified in accordance with the following definitions: (a) "Critical Error" means an Error that results in Licensee's complete inability to use the Licensed Software Product; (b) "Non-Critical Error" means an Error that results in Licensee's partial inability to use the Licensed Software Product; and (c) "Minor Error" means all other Errors.
- 1.4 "Info World Reseller" means a party authorized by Info World to resell the Licensed Software Product to Licensee directly.
- 1.5 "License Key" means the software file supplied by Info World to Licensee that enables Licensee to download the Licensed Software Products from the electronic download site and to use a copy of a Licensed Software Product.
- 1.6 "Licensed Material(s)" means the Licensed Software Product(s) and Documentation.
- 1.7 "Licensed Software Product(s)" means the object code version of the Info World software set forth in Reseller's order document. Unless otherwise identified, in the present case, the Licensed Software Product(s) is Info World's COTS tool InFlow. It is intent of the parties that the COTS tool InFlow will undergo development efforts and modification to meet the specifications of the Licensee.
- 1.8 "Licensed Software Modified Product" means the modified resulting product designed for the Department of Veterans' Affairs Bed Management System and Bed Hold Project. The Licensed Software Developed Product does not include Info World's COTS tool InFlow.

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- 1.9 "Maintenance & Support" means the maintenance and support services described in Appendix A.
- 1.10 "Patch" means either a modification or addition to a Licensed Software Product that, when implemented, corrects an Error or eliminates the adverse impact of the Error on Licensee. Patches that are provided to Licensee will be deemed part of the relevant Licensed Software Product and must be used in accordance with the terms of this Agreement.
- 1.11 "Release" means a version of a Licensed Software Product that includes improvements, enhancements, upgrades, or Patches, that Info World makes generally available (at its sole discretion) to other licensees that purchase Maintenance & Support, and that are not separately marketed or charged for.
- 1.12 "Subcontractor" means an individual, company or contractor performing services for the benefit of Licensee.
- 1.13 "Taxes" means any sales, use, excise, property or other US federal, state or local taxes if applicable (other than any tax based solely on Info World's revenue or net income) which Info World is at any time obligated to pay or collect in connection with this Agreement. In addition, where applicable, Licensee is responsible for all other taxes including but not limited to VAT and withholding.
- 1.14 "Unauthorized Use" means any use, reproduction, distribution, disclosure, possession, examination, or other activity involving any part of the Licensed Materials not expressly authorized under this Agreement.

## 2. LICENSE GRANT, DELIVERY AND CONFIDENTIALITY

### 2.1 Grant.

- (a) The Licensed Materials and Licensed Software Modified Product are licensed, not sold, by Info World to Licensee, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Licensed Materials or Licensed Software Modified Product and Licensee will not have any rights in or to the Licensed Materials or Licensed Software Modified Product except as expressly granted in this Agreement.
- (b) Info World hereby grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive, non-transferable, perpetual license (subject to the Agreement's term and termination in accordance with Section 8) to install and use the Licensed Materials solely for the VA's internal Bed Management System (BMS) and Bed Hold (BH) project, TAC Number: TAC-11-0837. Nothing in this Agreement allows the VA to use the Licensed Software Product(s) for any other project, function, or purpose other than the VA's BMS and BH. Moreover, the license for use of the Licensed Software Product(s) is specific to the VA to the exclusion of all other entities, companies, and governmental entities, divisions, departments, or other offices. Licensee may also make a reasonable number of copies of the Licensed Material for disaster recovery, backup and/or testing purposes.
- (c) Info World hereby grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive, non-transferable, perpetual license to install and use the Licensed Software Modified Product solely for the VA's internal BMS and BH project, TAC Number: TAC-11-0837. Nothing in this Agreement allows the VA to use the Licensed Software Modified Product for any other project, function, or purpose other than the VA's BMS and BH. Moreover, the license for use of the Licensed Software Modified Product is specific to the VA to the exclusion of all other entities, companies, and governmental entities, divisions, departments, or other offices. Licensee may also make a reasonable number of copies of the Licensed Software Modified Product for disaster recovery, backup

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and/or testing purposes. To ensure compliance, Info World may request Licensee furnish Info World with a document signed by Licensee's authorized representative which documents the location, use, licensees, and location of all back-up copies of the Licensed Software Modified Product made pursuant to this Agreement.

- 2.2 **Subcontractors.** Subject to the terms of this Agreement, a Subcontractor of Licensee may exercise the rights granted to Licensee under Section 2.1 for so long as it remains a Subcontractor of Licensee provided; (a) the Subcontractor agrees to be bound by the terms of this Agreement; and (b) Licensee guarantees Subcontractors compliance with the terms of this Agreement.
- 2.3 **Delivery of Licensed Product.** No later than five business days after Info World receipt of a valid order from Info World Reseller, Info World will make the appropriate Licensed Product available to Licensee.
- 2.4 **Confidential and Proprietary Information.** Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement and shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purpose. The receiving party shall advise each such employee, subcontractor and agent of the receiving party's obligations under this Agreement and require such employees, subcontractors, and agents to execute confidentiality agreements with terms substantially similar to the terms of this Paragraph 2. In the event of expiration of this Agreement or termination for any reason, all Confidential Information of a party shall be returned to the disclosing party or at the disclosing party's option destroyed. The obligations in this Paragraph 2 shall not restrict any disclosure by a party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order). Confidential Information of a party shall not be afforded the protection of this Agreement if such data was (i) developed by the other party independently, (ii) rightfully obtained by the other party without restriction from a third party, or (iii) publicly available other than through the fault or negligence of the other party.

### 3. OBLIGATIONS OF LICENSEE

- 3.1 **General Restrictions.** As it relates to the Licensed Material (if applicable) Licensee must not, and will not permit or authorize any third party to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Licensed Material; (b) rent, lease, or sublicense the Licensed Material; (c) use the Licensed Software Product on a service bureau or application service provider basis; (d) provide, divulge, disclose, or make available to, or permit the use of the Licensed Materials by any third party; (e) develop software applications and models using the Licensed Material without obtaining all necessary copyright and other permissions; or (f) circumvent or disable any technological features or measures in the Licensed Software Product, including the License Key.
- 3.2 **Data Protection.** Licensee and its Subcontractors will be responsible for protecting and backing up the data used in connection with the Licensed Software Product.
- 3.3 **Compliance with Laws.** Licensee must use the Licensed Materials in compliance with all applicable laws, including all United States of America export control laws.

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- 3.4 Protection against Unauthorized Use. Licensee will use commercially reasonable efforts to prevent any Unauthorized Use of the Licensed Materials and immediately notify Info World in writing of any Unauthorized Use that comes to Licensee's attention. In the event of any Unauthorized Use by anyone who obtained access to the Licensed Materials directly or indirectly through Licensee or Subcontractors, Licensee will take all steps reasonably necessary to terminate such Unauthorized Use and to retrieve any copy of the applicable Licensed Software Product. Licensee and its Subcontractors will provide to Info World such cooperation and assistance related to any such Unauthorized Use as Info World may reasonably request.

4. Fees

- 4.1 Fees. For avoidance of doubt, Reseller will invoice Licensee for all fees due under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Mutual Representations. Each party represents to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

5.2 Performance Warranty

- (a) Info World warrants to Licensee that each Licensed Software Product set forth in an Order will perform without any Critical Errors for one year following the execution of that Order ("Warranty Period") for the Licensed Software Product.
- (b) If a Licensed Software Product fails to conform to the warranty in Section 5.2(a), Licensee's exclusive remedy, and Info World's entire liability in contract, tort, or otherwise, will be for Info World to use commercially reasonable efforts to provide a Patch for an Error that is: (i) reported to Info World during the Warranty Period and (ii) reproducible by Info World on an unmodified copy of the most current version of the Licensed Software Product and (b) if after using commercially reasonable efforts, Info World is unable to provide a Patch for a Critical Error within thirty (30) days of being reported by Licensee as specified above, then Info World will refund to Licensee the license fees paid by Licensee for the Licensed Software Product affected by the Critical Error and any unused prepaid Maintenance & Support fees. Such refund shall only commence upon Licensee's return of the original and all copies of the affected Licensed Software Product in its possession, together with its certification that it has ceased all use, reproduction, and distribution of the affected Licensed Software Product.
- (c) The warranty and remedies set forth in Sections 5.2(a) and (b) apply to the extent that a reported Critical Error is not caused in whole or in part by: (i) any defect in any portion of any hardware, software, firmware, peripheral or communication equipment; (ii) any modification or enhancement made to the Licensed Software Product by anyone other than Info World; (iii) the failure of Licensee to follow the most current instructions published by Info World regarding the use of the Licensed Software Product, including minimum system requirements, error management (prevention, elimination, mitigation or correction), (iv) the requirements and limitations regarding

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Maintenance & Support specified in Appendix A; (v) the negligence of Licensee or any third party; (vi) Unauthorized Use of the Licensed Software Product; or (vii) the failure of Licensee to implement a Patch or Release provided by Info World.

5.3 **Warranties Against Harmful Computer Code.** Info World warrants that the Licensed Software Product, as delivered to Licensee, does not contain any computer code, except for code enabling the License Key Feature, intentionally designed to: (a) disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the Licensed Software Product (i.e. "viruses" or "worms"); (b) disable the Licensed Software Product or any computer system or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies, or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); or (c) would permit Info World or any third party to access the Licensed Software Product or any computer system without Licensee's authorization (i.e. "traps", "access codes," or "trap door" devices).

5.4 **Intellectual Property Representation**

(a) Info World represents that: (i) there are no third party claims that the Licensed Software Product infringe or misappropriate any third party copyright, trademark, or trade secret as of the Effective Date; and (ii) the Licensed Software Product does not, to Info World's knowledge, infringe or misappropriate any third party copyright, trademark, or trade secret as of the Effective Date.

(b) Licensee's exclusive remedy, and Info World's entire liability in contract, tort, or otherwise, for a breach of the representation of Section 5.4 (a) will be the rights and obligations specified in Section 6.

5.5 **Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTION 5, INFO WORLD MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. INFO WORLD EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING: ANY WARRANTY MADE BY RESELLER ON BEHALF OF INFO WORLD; MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; QUALITY; ACCURACY; TITLE; AND NON-INFRINGEMENT. INFO WORLD DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE LICENSED MATERIALS. INFO WORLD DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE ERROR-FREE OR THAT OPERATION OF THE LICENSED MATERIALS WILL BE SECURE OR UNINTERRUPTED. LICENSEE ACKNOWLEDGES THAT THE LICENSED SOFTWARE PRODUCT ONLY CREATE A VISUAL SIMULATION OF THE SOFTWARE APPLICATION THAT LICENSEE IS ATTEMPTING TO DEVELOP AND THE SIMULATION IS NOT INTENDED FOR USE IN A PRODUCTION ENVIRONMENT. INFO WORLD EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON APPLICATIONS THAT ARE SIMULATED OR DEVELOPED USING THE LICENSED SOFTWARE PRODUCT. LICENSEE AND ITS SUBCONTRACTORS WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF INFO WORLD TO ANY THIRD PARTY.

6. **INTELLECTUAL PROPERTY INFRINGEMENT**

6.1 **Infringement Defense.** Info World will defend Licensee from any actual or threatened third party claim that a Licensed Software Product infringes any copyright of a third party during the term of this Agreement if: (a) Licensee gives Info World prompt written notice of the claim; (b) Info World has full and complete control over the

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defense and settlement of the claim; (c) Licensee provides assistance in connection with the defense and settlement of the claim as Info World may reasonably request; and (d) Licensee complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

- 6.2 **Infringement Indemnification.** Info World will indemnify Licensee from: (a) all damages, costs, and attorneys' fees finally awarded against Licensee in any proceeding under Section 6.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Licensee in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Info World's consent after Info World has accepted defense of such claim); and (c) if any proceeding arising under Section 6.1 is settled, all amounts paid to any third party in settlement of any such claims if agreed to by Info World.
- 6.3 **Mitigation of Infringement Action.** If Licensee's use of the Licensed Software Product are, or in Info World's opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 6.1, then Info World will have the right to: (a) procure the continuing right of Licensee to use the Licensed Software Product; (b) replace or modify the Licensed Software Product in a functionally equivalent manner so that it no longer infringes; or if, despite its reasonable efforts, Info World is unable to do either (a) or (b), Info World will (c) terminate this Agreement and refund to Licensee any fees paid for the Licensed Software Product less a depreciation amount based on a three year useful life for the Licensed Software Product and all prepaid, unused fees including Maintenance & Support.
- 6.4 **Exclusions.** Info World will have no obligation under this Section 6 for any infringement to the extent that it arises out of or is based upon: (a) the combination, operation, or use of the Licensed Software Product if such infringement would have been avoided but for such combination, operation, or use; (b) designs, requirements, or specifications for the Licensed Software Product required by or provided by Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (c) Unauthorized Use of the Licensed Software Product; (d) Licensee's failure to implement or use the latest Release of the Licensed Software Product or to comply with instructions provided by Info World, if the alleged infringement would not have occurred but for such failure; or (e) any modification of the Licensed Software Product not made by Info World where such infringement would not have occurred absent such modification.

## 7. LIMITATIONS OF LIABILITY

- 7.1 **Disclaimer of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, INFO WORLD WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR LOSS OF BUSINESS, EVEN IF INFO WORLD IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 7.2 **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL INFO WORLD'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO INFO WORLD UNDER THIS AGREEMENT FOR THE LICENSED SOFTWARE PRODUCT IN QUESTION.

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- 7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY INFO WORLD TO LICENSEE AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF ANY OF THE PROVISIONS OF THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## 8. TERM AND TERMINATION

- 8.1 Term and Termination. This Agreement will commence on the Effective Date and will continue for one year, with one year option, unless earlier terminated as set forth in this Agreement. The parties can mutually agree in writing to extend the term of the Agreement.
- 8.2 Termination for Convenience. One year after the Effective Date, either party may terminate this Agreement for any reason or for no reason by notifying the other party in writing. Termination in accordance with this Section 8.2 will take effect 60 days after a party receives the written notice of termination.
- 8.3 Notice of Material Breach. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination will take effect if the breaching party has failed to cure its material breach at the conclusion of the 30-day cure period. Without limiting the foregoing, any failure by Licensee to timely pay to Info World any amounts owing under this Agreement will constitute a material breach of this Agreement.
- 8.4 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) Licensee will pay to Info World any fees, expenses, or other amounts that have accrued prior to the effective date of the termination; and (b) all liabilities accrued prior to the effective date of the termination will survive. If any license granted under this Agreement is terminated, Licensee and its Affiliates will destroy all copies of the relevant Licensed Software Product in their possession within five days of such termination and if requested by Info World, provide Info World with a written certification signed by an authorized representative certifying that all copies of the relevant Licensed Software Product in their possession have been destroyed and its use discontinued.
- 8.5 Survival. Sections 2.1, 2.3, 3.1, 3.4, 4, 5.5, and 7 will survive termination or expiration of this Agreement. Perpetual licenses granted to Licensee under this Agreement will survive termination of this Agreement if: (a) this Agreement is not terminated pursuant to Section 8.3 due to Licensee's material breach and (b) Licensee has not failed to timely pay to Info World any amounts owing under this Agreement. Perpetual licenses that survive termination of this Agreement will continue to be governed by the limitations and restrictions set forth in Sections 2 and 3 of this Agreement. If this Agreement is terminated during the initial or a subsequent Maintenance & Support period, Info World will continue to provide Maintenance & Support through the remainder of the Maintenance & Support term prepaid by Licensee as of the date of termination unless (a) otherwise requested by Licensee or (b) if this Agreement is terminated by Info World pursuant to Section 8.3 because of Licensee's uncured material breach of this Agreement.



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**9. MISCELLANEOUS PROVISIONS**

- 9.1 **Privacy Laws.** Under this Agreement, the parties will not exchange information that is subject to any applicable laws regarding the privacy of information ("Privacy Laws"), including but not limited to the Gramm-Leach-Bliley Act of 1999, the European Commission Data Protection Directive, or the Health Insurance Portability and Accountability Act of 1996. If a party determines that it must disclose information that is subject to a Privacy Law to the other party in order to fully recognize the benefits of this Agreement, then the party must give the other party notice of the need to disclose the information at least 90 days prior to the intended date of disclosure. The parties will then cooperate in good faith to limit the extent to which the information is disclosed to the receiving party and to establish reasonable procedures to ensure that the receiving party handles the information in compliance with Privacy Laws. The disclosing party will only disclose the information in accordance with the procedures agreed to by the parties and receiving party will handle the information in compliance with the reasonable procedures agreed to by the parties.
- 9.2 **No Assignment.** Licensee may not assign or otherwise transfer in any way any of the rights and obligations arising out of this Agreement without the prior written consent of Info World. Info World may assign this Agreement in whole or in part upon written notice to Licensee.
- 9.3 **Governing Law.** This Agreement will be governed by the laws of the State of Florida, without regard to principles of conflicts of laws and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- 9.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Licensee under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.
- 9.5 **Relationship of the Parties.** The relationship of the parties is that of independent contractors. No agency, partnership, joint venture, or employment relationship will be created or inferred by the existence or performance of this Agreement, and neither party will have any authority to bind the other in any respect whatsoever.
- 9.6 **Publicity.** Licensee will participate in a joint press release announcing its relationship with Info World and act as a reference upon request.
- 9.7 **Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by courier, certified/registered mail to the address set forth below. Notices are deemed given two business days following the date of mailing or one business day following delivery by a courier:

**To Licensee:**

David Nostrant, Contracting Officer  
Department of Veterans Affairs  
Office of Acquisition and Logistics  
Technology Acquisition Center (TAC)  
260 Industrial Way West  
Eatontown, New Jersey 07724

**To Info World**

Daniel Nistor, Managing Director  
Info World SRL  
37-39 Intrarea Glucozei Street, District 2, code  
023828  
Bucharest, Romania

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With Copy To:

Lauren Sankar, Contract Specialist  
Department of Veterans Affairs  
Office of Acquisition and Logistics  
Technology Acquisition Center (TAC)  
260 Industrial Way West  
Eatontown, New Jersey 07724


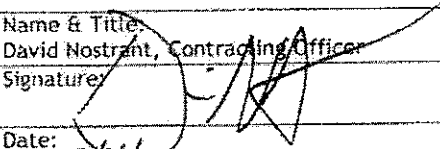
With Copy To:

Christian Taslitchi, Division Director  
Info World SRL  
37-39 Intrarea Glucozei Street, District 2, code  
023828  
Bucharest, Romania

- 9.8 Injunctive Relief. A breach of the license rights granted in this Agreement or the restrictions on the license rights, or a breach of any confidentiality obligations in this Agreement, may result in irreparable harm and significant injury to the other party that may be difficult to ascertain. Accordingly, each party will be entitled to seek equitable relief, including, without limitation, an immediate injunction enjoining any further breach, in addition to all other remedies available to such party at law or in equity.
- 9.9 Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, will be submitted to arbitration before an arbitrator agreed upon by the parties, or if the parties cannot agree upon an arbitrator within 30 days, to an arbitrator selected by the American Arbitration Association. The arbitration will be conducted under then current Commercial Arbitration Rules of the American Arbitration Association applicable to the dispute and each party will have no more than one day to present its case. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator will be binding and may be entered as a judgment in any court of competent jurisdiction.
- 9.10 Force Majeure. Neither party will be deemed in default of this Agreement, except for defaulted obligations of payment, to the extent that performance of their obligations or attempt to cure any breach are delayed or prevented by reason of causes beyond its control, including but not limited to acts of God, war, riot, terrorism, sabotage, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor, or materials, or internet outages, each a "Force Majeure Event".
- 9.11 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and merges all prior and contemporaneous communications, except that any previous non-disclosure or similar agreement covering the confidentiality of information disclosed between the parties will survive in accordance with its terms. This Agreement may only be modified by signed written agreement of both parties. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. This Agreement may be executed by electronic signature and electronic signatures will be fully binding and effective for all purposes and will be given the same effect as original signatures. This Agreement will not be interpreted in favor of or against either party because of its effort in preparing it.
- 9.12 General. All warranties and other obligations of Info World are to Licensee and not through Reseller. Info World is not liable and Info World Reseller is not permitted to make any representations or warranties or otherwise obligate Info World whatsoever.

01/15/2014 10:00 AM

AGREED to and accepted by:

FOR Info World	FOR Licensee
Name & Title: Daniel Nistor, Managing Director	Name & Title: David Nostrand, Contracting Officer
Signature: 	Signature: 
Date:	Date: 7/14/14