NextMove Software Source Code License Agreement

This NEXTMOVE SOFTWARE SOURCE CODE LICENSE AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (the earlier of the date of purchase of the software or the date of receipt of the software) between

NextMove Software Limited, a company registered in England and Wales No. 7588305 whose registered office is at NextMove Software Limited, Innovation Centre, 320 Cambridge Science Park, Milton Road, Cambridge, CB4 0WG, England ("NextMove" or "NextMove Software")

and Customer.

RECITALS

WHEREAS, NextMove Software agrees to license Software to the customer and its Affiliates, and

WHEREAS, the Customer is desirous of obtaining a license to Use such Software.

AGREEMENT
NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound agree as follows:

DEFINITIONS
"**Affiliate**" shall mean any corporation or other business entity controlling, controlled by or under common control with the Customer or NextMove Software from time to time and, for the purposes of this definition, "control" shall mean direct or indirect ownership of (i) fifty per cent (50%) or more of the voting securities or voting interest in such corporation or other entity; or (ii) fifty per cent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partner.
"**Agreement**" shall mean this NextMove Software Source Code License Agreement including all appendices and exhibits hereto.
"**Effective Date**" shall mean the date upon which this Agreement begins and is set forth in the text of this Agreement, identified as the Effective Date of this Agreement.
"**Software**" shall mean software programs leased or sold by NextMove.
"**Supporting Materials**" shall mean all documentation, source code, example code and data files that accompany the Software.
"**Platform**" shall mean a combination of specific versions of microprocessor, operating system and associated libraries and compilers, network software and any other third party hardware, software or mechanism that is required for the Software to function.
"**Use**" shall mean to install, access, load, store, copy, transmit and run (including but not limited to testing and back-up purposes) and any other use whatsoever provided that such use is not expressly prohibited by this agreement.

GRANT OF RIGHTS

Subject to the terms and conditions of this Agreement, NextMove Software hereby grants and Customer accepts a nontransferable (with no right to sublicense) and non-exclusive license to Use the Software and Supporting Materials for the sole purpose of processing the work of Customer's own internal business. Customer may not use the Software to process the work of any third party. If not specified, Customer may only use the software at the specific location to which the Software is delivered.

NextMove Software hereby grants to the Customer and it Affiliates a non-exclusive license to Use the Software subject to the terms and conditions of this Agreement.

PROPERTY PROTECTION OF LICENSED SOFTWARE

The Software, documentation, and supporting materials and all worldwide intellectual property rights therein are the sole and exclusive property of NextMove Software. Except to the limited extent required for customer to use the software pursuant to the license expressly granted above, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license in any of NextMove Software's existing or future patents. No title or ownership rights to the Software are transferred to the Customer by this Agreement, but shall remain with NextMove Software and/or its suppliers. All rights not expressly granted by NextMove Software under this agreement are reserved by NextMove.

WARRANTIES AND DISCLAIMER OF WARRANTIES

NextMove Software hereby undertakes and warrants that; a) it has the right to grant a license for the Use of the Software according to the terms of this agreement; b) For the ninety days following the delivery (the "Software Warranty Period"), the software will perform substantially in accordance with the specifications described in the Manual, when properly operated on the designed Platform.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEXTMOVE SOFTWARE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE OR SERVICES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER NEXTMOVE SOFTWARE NOR ITS SUPPLIERS WARRANT THAT THE SOFTWARE OR ANY SERVICES PERFORMED HEREUNDER WILL BE FREE FROM DEFECTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARANTIES IN THIS AGREEMENT.

LIMITATION OF LIABILITY

IN NO EVENT WILL NEXTMOVE SOFTWARE AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSES OR DAMAGES THAT ARISE OUT OF THE EXERCISE, PERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER FORM OF ACTION, EXCEED THE TOTAL FEES PAID TO NEXTMOVE UNDER THIS AGREEMENT FOR THE SOFTWARE AND/OR SERVICE THAT IS SUBJECT OF THE CLAIM. IN NO EVENT SHALL NEXTMOVE SOFTWARE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, DATA LOSS, BUSINESS DISRUPTION OR COMPUTER FAILURE. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEXTMOVE SOFTWARE WOULD NOT ENTER INTO THIS AGREEMENT ON THE TERMS HEREOF WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

NON-DISCLOSURE

Customer acknowledges and agrees that the Software, its structure, organization, source code, related documentation, service proposals and pricing are valuable and proprietary trade secrets of NextMove Software. NextMove Software acknowledges and agrees that it may receive or have access to information of Customer that Customer considers valuable and proprietary, that is not generally known by third parties, and that is designated in writing as confidential or proprietary, or if disclosed orally is confirmed in writing as confidential within thirty (30) days of such disclosure. Each of the foregoing is "Confidential Information". Each party shall (i) maintain the confidentiality of the other party's Confidential Information, using, at a minimum, the same safeguards afforded its own confidential, proprietary trade secrets, but in no event less than reasonable care.

The obligations of this section shall survive termination of this Agreement or any license granted hereunder.

INDEMNIFICATION

If a third party claims that the Software infringes on any intellectual property right (including patent, copyright or trade secret), NextMove Software will (as long as the Customer is not in default under this Agreement or any other Agreement with NextMove) defend the customer and/or its Affiliates against such claim at NextMove Software's expense and pay any loss, expense or liability (including reasonable attorney's fees), provided that Customer promptly notifies NextMove Software in writing of the claim, and allows NextMove Software to control or cooperate in the defense or any related settlement negotiations. Notwithstanding the foregoing, if such a claim is made or appears possible, NextMove Software may, at its option, secure for the Customer and its Affiliates the right to continue to Use the Software, or modify or replace the Software so that it is non-infringing. NextMove Software has no obligation for any claim based on a modified version of the Software, or its combination, operation or Use with any product, data or apparatus not provided by NextMove. This section sets forth NextMove Software's full obligation to the Customer, and Customer's full and complete remedy at law and in equity vis-a-vis NextMove with respect to any claim of infringement.

GOVERNING LAW

The Agreement and all the terms, provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by the laws of England and Wales.

ENTIRE AGREEMENT

This agreement together with its attached Appendices, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement whether written or oral. No modification of claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of the party against whom such modification or waiver is sought to be enforced.