Master License Agreement

For use of Spectra Software Programs

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1.2 Term and Renewals. As noted on your quote, the Software is licensed under a subscription basis or is permanently licensed, as defined herein

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1.3 Installation. Software may be installed on Licensee's computers only by Licensee's employees or by Spectra Professional Services as requested by Licensee.

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3. Payment and Delivery.

3.1 Payment. All payments, either to Spectra or its certified reseller, are non-refundable (except as expressly set forth in this Agreement). Unless otherwise specified on the applicable quote, all license fees, support and Professional Services fees, if any, are due within thirty (30) days of date of invoice. Licensee shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Spectra). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

3.2 Delivery. All Software will be delivered by electronic means unless otherwise specified on the applicable quote.

4. Term of Agreement.

4.1 Term.

(a)(i) If Licensee ordered a Software Subscription License, this MLA expires on the day that the Term of the Software has expired. However, the restore functionality will continue indefinitely.

(ii) If a Permanent Software License was ordered, the license does not expire.

(iii) Support under either type of license are renewable periodically.

(b) Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

4.2 Termination. Upon any expiration or termination of this Agreement, Licensee shall cease any and all use of any Software and destroy all copies thereof and so certify to Spectra in writing.

4.3 Survival. Sections 1.4 (License Restrictions), 2 (Ownership), 3 (Payment and Delivery), 4 (Term of Agreement), 5.2 (Disclaimer), 8 (Limitation of Remedies and Damages), 10 (Confidential Information), 11 (General), and Licensee's right to Work Product and ownership of Licensee Content described in Section 7 shall survive any termination or expiration of this Agreement.

5. Limited Warranty and Disclaimer.

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6. Support.

If ordered pursuant to a quote provided by Spectra or its certified reseller, Spectra will provide the support services for the term identified in the quote ("Support").

7. Professional Services.

7.1 Professional Services. Professional Services may be ordered by Licensee pursuant to a quote describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of (a) assistance with Software installation, deployment, and usage or (b) development or delivery of additional related Spectra copyrighted software or code. Spectra shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by Spectra (or its agents) ("Work Product").

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8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SPECTRA'S AND ITS CERTIFIED RESELLER'S ENTIRE LIABILITY TO LICENSEE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT.

8.3 THIS SECTION 8 SHALL NOT APPLY TO LICENSEE WITH RESPECT TO ANY CLAIM ARISING UNDER THE SECTIONS TITLED "GRANT OF LICENSE," "LICENSE RESTRICTIONS" OR "CONFIDENTIAL INFORMATION."

9. Indemnification.

(a) Spectra shall defend, indemnify and hold harmless Licensee from and against any claim of infringement of a patent, copyright, or trademark asserted against Licensee by a third party based upon Licensee's use of the Software in accordance with the terms of this Agreement, provided that Spectra shall have received from Licensee (i) prompt written notice of such claim (but in any event notice in sufficient time for Spectra to respond without prejudice), (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim, and (iii) all reasonably necessary cooperation of Licensee.

(b) If Licensee's use of any of the Software is, or in Spectra's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Spectra may, in its sole discretion (i) substitute for the Software substantially functionally similar programs and documentation, (ii) procure for Licensee the right to continue using the Software, or if (i) and (ii) are commercially impracticable, (iii) terminate the Agreement and refund to Licensee the license fee.

(c) The foregoing indemnification obligation of Spectra shall not apply if the Software is modified by any person other than Spectra, but solely to the extent the alleged infringement is caused by such modification, if the Software is combined with other non-Spectra products or process not authorized by Spectra, but solely to the extent the alleged infringement is caused by such combination, to any unauthorized use of the Software, to any unsupported release of the Software, or to any open source software or other third-party code contained within the Software. THIS SECTION 9 SETS FORTH SPECTRA'S AND ITS RESELLER'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10. Confidential Information.

Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Spectra (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Spectra without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information except as necessary to carry out the purpose of this MLA. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information, (b) is or has become public knowledge

through no fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation, (d) is independently developed by employees of the Receiving Party who had no access to such information, or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11. General.

11.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this section 11.1 is null and void.

11.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

11.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Colorado and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the Colorado state and United States federal courts located in Denver, Colorado, and both parties hereby submit to the personal jurisdiction of such courts.

11.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

11.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by Spectra and an authorized representative of Licensee. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

11.6 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

11.7 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

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