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Jacksonville, FL 32223

Telephone
FAX

1/6/00 sent to AG for review

1/16/00 Wayne submitted new Sublicense agreement. Basically the same - will wait for Diane's comments

AUTHORIZED SUBLICENSE AGREEMENT

2/11/00 per Wayne, Pat Ohara reviewed - she made a few comments. Wayne will address her comments.

VAR NAME AND ADDRESS	CUSTOMER NAME

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PRODUCT CODE	SOFTWARE PRODUCT	RELEASE NUMBER	MAX USERS

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Check One

ACCEPTED: _____
REJECTED: _____

APPX:
BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:			
Manufacturer	_____	Model:	_____
CPU Location	_____	CPU Serial #	_____
Registration #	_____	Network ID:	_____

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20. **SIGNATORY AUTHORITY.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:

CUSTOMER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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APPX SOFTWARE, INC.
AUTHORIZED SUBLICICENSE

VAR: _____
ADDRESS: _____

CUSTOMER: _____
ADDRESS: _____

Effective this ____ day of _____, 19__ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software installed on _____, 19__ (the "Installation Date"), plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

PRODUCT CODE	SOFTWARE PRODUCT	RELEASE NO.

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(Check One):
 ACCEPTED REJECTED
APPX BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:

Manufacturer _____ Model _____
CPU Location _____
Site # (1,2,3) _____ CPU Serial No. _____ Network I.D. _____ Previous Registration # _____

1. **Registration.** VAR is obligated to install permanent registrations for Customers. Thereafter, each time the Authorized Software is operated, the screen will display he registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

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11. **Termination.** This Sublicense may be terminated by APPX or VAR for breach. In the event of termination, the sublicense rights granted to Customer shall immediately terminate, and Customer shall immediately return all existing copies of the Authorized Software to VAR (or such substitute Person as APPX may designate) and certify in writing that all copies or partial copies of the Authorized Software have been returned or destroyed. The obligations and remedies of the parties regarding confidentiality of Authorized Software shall survive termination of this Sublicense.

12. **Assignment.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software Product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.

13. **Choice of Law and Forum; Arbitration; Waiver of Jury Trial.** This Sublicense shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court for the Eastern District of Virginia, Richmond Division, and the parties consent and submit to the personal jurisdiction of such court. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.

14. **Equitable Relief.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

15. **Entire Agreement.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.

16. **Severability.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.

17. **Nonwaiver.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

18. **Effect of Headings; Cases and Gender.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

19. **Signatory Authority.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

I WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

AR:

Signature: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER:

Signature: _____
Print Name: _____
Title: _____
Date: _____

ADDENDUM NO. 1 TO APPX SOFTWARE, INC.
AUTHORIZED SUBLICICENSE

This ADDENDUM NO. 1, made this 12th, day of July, 1994, by and between the State of Hawaii, hereinafter referred to as "Customer", acting by and through its Director of Finance, and THE LANGE GROUP, and APPX SOFTWARE INC., hereinafter referred to as "APPX".

1. Paragraph 2.a., third sentence is modified to read as follows: "Customer shall not disclose or transfer any copy of any portion of any authorized software to any person, except as specifically authorized by law."

2. Paragraph 3.c., third sentence is modified to read as follows: "In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX and Customer deems that its interest so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interest under this Section, at APPX's expense."

3. Paragraph 7., second bullet is modified to read as follows:

- o Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so, at APPX's expense.

4. Paragraph 13., sentences 1, 2 and 3 are modified to read as follows: "This Sublicense shall be governed by, and construed in accordance with, the laws of the State of Hawaii (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity of subject matter jurisdiction exists, be submitted to the United States District Court for the State of Hawaii, located in Honolulu, Hawaii. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, excluding attorneys' fees."

5. No other terms and conditions of the APPX Software, Inc. Authorized Sublicense are amended or altered in any respect, and all terms, conditions and provisions of the APPX Software, Inc. Authorized Sublicense, unless specifically modified, altered or changed herein, shall remain in full force and effect.

APPX SOFTWARE, INC.

STATE OF HAWAII

By *Joann B. Jambor*
Its DIRECTOR OF FINANCE & ADMINISTRATION

By *Brandon C. Kent*
Its Deputy Director

THE LANGE GROUP

APPROVAL AS TO FORM:

By *Joan Ludwig*
Its Manager

By *Kathleen C. Summers*
Its Deputy Attorney General

1-8-00

Wayne -

Per your request -
APPX Contract.

[Handwritten Signature]

CUSTOMER: _____
ADDRESS: _____

agreed, subject to the following terms and conditions, to sublicense to Customer certain
operation ("APPX"). For purposes of this Sublicense, the term "Authorized Software"
Date", plus related documentation furnished by APPX, including but not limited to user
HOWS:

SOFTWARE PRODUCT	RELEASE NO.

THIRTY (30) DAYS OF THE INSTALLATION DATE, VAR HAS SUBMITTED THIS
ATED SUBLICENSER REPORT AND THE REQUIRED SUBLICENSER FEE. FAILURE
TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

(Check One):

____ ACCEPTED _____ REJECTED

APPX
BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:				
Manufacturer	Model			
CPU Location				
Site # (1,2,3,)	CPU Serial No.	Network I.D.	Previous Registration #	

1. **Registration.** VAR is obligated to install permanent registrations for Customers. Thereafter, each time the Authorized Software is operated, the screen will display the registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSER, THEN CUSTOMER IS ENTITLED TO A PERMANENT REGISTRATION SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) _____

2. **Ownership of Authorized Software.** CUSTOMER DOES NOT OWN THE AUTHORIZED SOFTWARE, AND NOTHING IN THIS SUBLICENSER TRANSFERS TO CUSTOMER TITLE TO ANY PORTION OF THE AUTHORIZED SOFTWARE. LICENSORS OWN ALL COPYRIGHTS AND TRADE SECRETS COMPRISING THE AUTHORIZED SOFTWARE. CUSTOMER MAY COPY, MODIFY, DISTRIBUTE, OR OTHERWISE USE THE AUTHORIZED SOFTWARE ONLY AS EXPRESSLY AUTHORIZED BY THIS SUBLICENSER AND ONLY WHILE THIS SUBLICENSER IS IN EFFECT. ANY COPYING, REPRODUCTION, MODIFICATION OR OTHER USE OF THE AUTHORIZED SOFTWARE NOT AUTHORIZED BY THIS SUBLICENSER CONSTITUTES A BREACH OF THIS SUBLICENSER AND UNLAWFUL INFRINGEMENT OF LICENSORS' PROPRIETARY RIGHTS. CUSTOMER MUST SURRENDER ALL COPIES OF THE AUTHORIZED SOFTWARE WHEN THIS SUBLICENSER CEASES TO BE IN EFFECT.

a. **Trade Secrets.** The Authorized Software remains the valuable trade secret property of APPX or its licensor. Aspects of the Authorized Software that are trade secrets include without limitation, the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. Customer shall not disclose or transfer any copy of any portion of any Authorized Software to any person, except as specifically permitted in this agreement. Customer shall not copy, disclose, or transfer the design of nor the trade secrets embodied in any portion of Authorized Software. Customer shall not transfer or disclose any portion of Authorized Software to any person if Customer has reason to believe that such person may attempt to learn, use or disclose the trade secrets embodied in the Authorized Software.

b. **Copyright.** Each Software Product, regardless of whether it bears notice of copyright, is a copyrighted work owned by APPX or its licensor and is subject to the copyright laws of the United States and of those countries that have ratified the Universal Copyright Convention or the Berne Convention.

3. **License: Use of Authorized Software; Specified CPU(s).** Subject to the terms and conditions of this Sublicense, Customer is granted a non-exclusive and non-transferable sublicense to use the Authorized Software only on the Specified CPU(s), or temporary substitute CPU(s), and only for preparation of data and reports for Customer and for other affiliated organizations, provided that the processing is done by Customer's personnel on Customer's computers or temporary substitute computers. The Authorized Software may not be used by third parties, nor may Customer use the Authorized Software to process data for third parties.

a. **Copies and Disclosures.** Customer may copy Authorized Software for use as backup copies, at its own expense; provided that Customer (i) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Software; (ii) makes only that number of copies reasonably required; (iii) establishes a procedure for accounting for each copy at all times; and (iv) destroys or returns to VAR each such copy when it is no longer required. Customer shall ensure that Customer and its employees do not make unauthorized copies, disclosures or transfers of the Authorized Software and to prevent any person from possessing, using, or copying any portion of the Authorized Software except as expressly authorized by this Sublicense. Customer shall periodically inform its employees of Customer's obligations regarding the Authorized Software. Customer agrees to the necessity for and reasonableness of APPX security measures and further agrees not to circumvent any security measures used or instituted by APPX to protect its proprietary rights in the Authorized Software. Customer shall not decode, disassemble, decompile, or in any manner reverse engineer the Authorized Software, under any circumstances whatever.

b. **Access Restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event less strict than those applied to Customer's most valuable computer programs or other proprietary information.

c. **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

4. **Modification.** Customer may modify the Authorized Software for its own internal use only, but may not, even for its own use, modify the Authorized Software any portion thereof supplied to Customer in object code or in scrambled form. Every modified version of Authorized Software shall continue to be subject to all of the provisions of this Sublicense. Upon termination of this Sublicense, Customer shall completely remove all portions of the Authorized Software from every modified version of the Authorized Software. Customer acknowledges and accepts that its modifications may have little or no utility without the Authorized Software. In no event shall any modification, correction, enhancement, or any other alteration of the Authorized Software reduce or diminish in any way APPX's title to the Authorized Software or APPX's proprietary, trade secret, or copyright rights.

5. **Corrections, Enhancements and New Versions.** From time to time, corrections and minor enhancements to the Authorized Software may be provided. Corrections and minor enhancements will be provided free of charge during the Warranty Period, but Customer will bear the cost of installing them, of the media used to transmit them, of new documentation, and of any software conversion work required. From time to time, enhancements of Authorized Software may become available as new versions. Additional license fees may be imposed for new versions, and additional or different license terms may be required for enhancements and new versions. APPX will determine whether an enhancement shall be considered a new version and whether additional fees will be charged, which determination shall be final and completely binding on Customer. New versions may not be compatible with the prior versions. All corrections, enhancements, and new versions will be supplied to Customer through VAR.

THE PROVISION TO CUSTOMER OF ANY SOFTWARE PRODUCT NOT LISTED IN THE SCHEDULE AT THE BEGINNING OF THIS SUBLICENSER (WHETHER BY REASON OF INADVERTENCE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY CORRECTION, ENHANCEMENT OR NEW VERSION, SHALL NOT CONSTITUTE A WAIVER OR ABANDONMENT OF APPX'S COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS THEREIN, AND SHALL NOT AUTHORIZE OR CONSTITUTE ACQUESCENCE TO CUSTOMER'S ONGOING ACCESS TO OR USE OF ANY SUCH PRODUCT.

6. **Escrow of Source Code.** The source code for Authorized Software has been deposited with a qualified third party subject to an escrow agreement for the benefit of end users. A copy of the escrow agreement and the identity and location of the escrow agent will be available from VAR upon Customer request and for purposes expressly authorized by this Sublicense.

7. **Representation as to Title.** APPX represents that it has no reason to believe that the Authorized Software infringes upon any copyright or violates the trade secret rights of any third party. In the event of a claim that any Authorized Software product infringes upon or violates copyright or trade secret rights, APPX may, at its sole option, either defend or settle such claim, or terminate this Sublicense and refund an equitable portion of the Sublicense Fee paid for Customer's use of the Authorized Software. APPX shall be subject to the foregoing obligations only if:

- Customer notifies APPX promptly in writing of any suit or claim, whether in the form of a lawsuit or otherwise, against Customer;
- Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so; and
- Customer is not in default under this Sublicense.

APPX shall not be responsible for any compromise or settlement made without its consent. This warranty shall not apply to any infringement arising out of use of the Authorized Software in any manner not authorized by this Sublicense or in combination with other software or articles where such infringement would not have occurred but for the use of the Authorized Software in combination with such other software or articles.

8. **Performance Warranty.** Customer acknowledges that the Authorized Software is of such complexity that it may have inherent defects. APPX stands ready to correct defects that are uncovered during operation of the Authorized Software, as set forth in the following limited warranty. For a period of ninety (90) days from the Installation Date (the "Warranty Period"), APPX warrants that each Authorized Software product will perform substantially in the manner specified in its system specifications provided by APPX only if:

- the Authorized Software is used solely on the specified CPU and in conjunction with the computer equipment, operating system, and other system software specified in the product documentation provided by APPX;
- all fees and other charges due from Customer to VAR have been paid in full;
- Customer advises VAR in writing of any and all claims and nonconformities;
- Customer has installed all corrections and enhancements for the Authorized Software product; and
- APPX is able to reproduce any claimed nonconformity in the Authorized Software.

APPX does not warrant modifications of Authorized Software made or added by parties other than APPX, including VAR. Correct operation of the Authorized Software with all such modifications removed shall constitute proof that the Authorized Software operates in conformity with APPX's warranty. All obligations to Customer under APPX's warranty are owed by VAR, not APPX.

9. **Limitation of Liability Under Performance Warranty.** APPX's sole obligation under this warranty shall be to provide VAR, for forwarding to Customer, corrections (whether in the form of a new release or otherwise) to the Authorized Software via written or magnetic media so that the Authorized Software will perform as warranted, or, at APPX's option, to refund the Sublicense Fee paid to APPX by VAR for Customer's use of the defective Authorized Software. Warranty coverage does not include the cost of restoring any destroyed or defective data, media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or software conversion work made necessary by corrections.

10. **Limitation and Disclaimer of Warranties.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF APPX AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. APPX DISCLAIMS ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES, EXPRESS OR IMPLIED, BY APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, CUSTOMER HEREBY WAIVES AND RELEASES ANY OTHER OBLIGATIONS, RIGHTS AND WARRANTIES, EXPRESS OR IMPLIED, BY OR AGAINST APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT. WARRANTIES AND OBLIGATIONS THAT APPX DISCLAIMS AND THAT CUSTOMER RELEASES AND WAIVES INCLUDE, BUT ARE NOT LIMITED TO:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE;
- ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA).

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19. **Signatory Authority.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:

Signature: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER:

Signature: _____
Print Name: _____
Title: _____
Date: _____