

1. DEFINITIONS

1.1 “Affiliate” means an entity controlling, controlled by or under common control with a party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

1.2 “Authorized Users” means either (a) in the case of concurrent licenses, (i) any employee of Subscriber, and (ii) any agent or contractor of Subscriber accessing or using the Licensed Applications, Hosted Services, or E-Learning Courseware on behalf of Subscriber, provided that such agent or contractor has entered into a binding contractual agreement with Subscriber that is no less protective of Roser STO and its proprietary rights than the terms of this Agreement, or (b) in the case of a named user license, the specific users identified by name who are licensed to use the software.

1.3 “Documentation” shall mean any online or printed user manuals or functional specifications that are provided to Subscriber by Roser STO, and any updates or derivative works of the foregoing.

1.4 “Effective Date” means the date of the last signature to this Agreement.

1.5 “E-Learning Courseware” shall mean electronic courses made available by Roser STO, as identified in a Service Order.

1.6 “Force Majeure Event” has the meaning set forth in Section 20.20.

1.7 “Hosted Services” means any web-based or network-based software service accessible by Subscriber, as identified in an applicable Service Order.

1.8 “Hosted Services Term” means the term for which Hosted Services are provided to Authorized Users, as specified in an applicable Service Order and Section 14.

1.9 “Licensed Applications” means the Roser Software Applications which are identified on the relevant Service Order and licensed to Subscriber pursuant to this Agreement for use on Subscriber’s computer systems.

1.10 “License Term” means the term for which Subscriber is authorized to use Licensed Applications, as specified in an applicable Service Order and Section 14.

1.11 “Maintenance Services” shall mean the technical support and software maintenance services which Roser STO makes available to Subscriber as is more particularly described in Section 6 (Technical Support).

1.12 “Professional Services” means consulting and other professional services ordered by Subscriber from Roser STO. The term “Professional Services” does not include Maintenance Services, Hosted Services, or E-Learning Courseware.

1.13 “Request For Service” (RFS) as defined in the Service Level Agreement.

1.14 “Roser Software Applications” means the proprietary software application(s) (and any updates thereto) owned by the Roser group of companies to which Roser STO belongs, and for which Roser STO has the right to sublicense to third parties.

1.15 “Services” means, collectively, the Hosted Services, the Maintenance Services, and the Professional Services.

1.16 “Service Order” means a proposal, quotation, statement of work, order form, service order or other document that incorporates this agreement and describes Subscriber’s order-specific information, such as description of software or services ordered, license scope, and fees.

1.17 “Subscriber” means the party entering into this agreement to obtain products and Services from Roser STO.

1.18 “Subscriber’s Data” means all data or information submitted or posted by Subscriber or Subscriber’s Authorized Users to Roser STO for purposes of and/or via the Hosted Services and Licensed Applications.

1.19 “Taxes” means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes.

1.20 “Term” means the period during which this Agreement remains in force and effect in accordance with Section 14.1.

1.21 “Third Party Content” means any information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) provided by a third party which Subscriber may have access to as part of, or through use of, the Hosted Services.

2. HOSTED SERVICES—LICENSE TO ACCESS AND USE

2.1 Rights to Access and Use. For the duration of the Hosted Services Term, and subject to the terms and conditions of this Agreement, Roser STO grants Subscriber a non-exclusive, non-transferable and non-sublicensable right to access and use the Hosted Services for Subscriber’s internal business operations. Subscriber may allow Authorized Users to use the Hosted Services and is responsible for such Authorized User’s compliance with this Agreement.

2.2 Delivery of Software. Nothing in this Agreement obligates Roser STO to deliver or make available any copies of the software or other technology utilized to provide the Hosted Services to Subscriber.

3. ON-PREMISES LICENSED APPLICATIONS

3.1 License Grant. For the duration of the License Term and subject to the terms and conditions of this Agreement, Roser STO hereby grants to Subscriber a limited, non-exclusive, non-transferable license, without the right to sublicense, to install the object code version of any Licensed Applications specified in a Service Order on computer system(s) used by, owned or controlled by Subscriber or Subscriber's Authorized Users and to run such software solely for Subscriber's internal business operations. The Software may be accessed or used solely by the permitted number of Authorized Users specified in the applicable Service Order.

3.2 Delivery of Software. Roser STO shall make the Licensed Applications available for download by Subscriber. Upon request, Roser STO will provide software on physical media. Subscriber shall pay all shipping charges.

4. SUBSCRIBER DATA

4.1 Ownership. All right, title and interest in and to Subscriber's Data and all related intellectual property rights, modifications and additions thereto shall at all times remain with Subscriber.

4.2 Limited License Grant to Roser STO. To enable Roser STO to provide Subscriber with the Services, Subscriber grants Roser STO the right to use, process and transmit, in accordance with this Agreement and any applicable Service Orders or statements of work, Subscriber's Data for the duration of the Term.

4.3 Transfer of Subscriber Data/Retention of Data. Upon Subscriber's request made within thirty (30) days of any expiration or termination of this Agreement, Roser STO and Subscriber shall cooperate in good faith to provide Subscriber and any designees of Subscriber with reasonable assistance to permit an orderly transition of any services provided by Roser STO, and all Subscriber Data, to Subscriber or to its designated third-party service providers (the "Transition Services"). The Transition Services shall be performed on a time and materials basis at Roser STO's then-current labor rates, provided that any Transition Services provided as a result of termination for material breach by Roser STO shall be provided at Roser STO's sole cost and expense. Subscriber agrees and acknowledges that Roser STO has no obligation to retain Subscriber's Data and that Subscriber's Data may be irretrievably deleted after the later of (i) the completion of Transition Services or (ii) thirty (30) days from the expiration or termination of the relevant Service Order.

5. THIRD PARTY CONTENT

As part of the Hosted Services, Roser STO may provide Subscriber with access to Third Party Content. The type and scope of any Third Party Content shall be defined in the applicable Service Order. The third party owner, author or

provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Subscriber's rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider. Any Third Party Content made accessible by Roser STO through the Hosted Services is provided on an "as-is" and "as available" basis without any warranty of any kind.

6. TECHNICAL SUPPORT AND MAINTENANCE

Roser STO will provide Maintenance Services at the support level specified in a Service Order in accordance with Roser STO's Service Level Agreement which is in effect at the time such Maintenance Services are provided.

7. PROFESSIONAL SERVICES

7.1 Prepaid Services. Subscriber may pre-purchase a block of hours for consulting and technical support services ("Prepaid Services"). If Subscriber purchases such Prepaid Services, Roser STO will provide a monthly statement showing the hours used. Upon depletion of such Prepaid Services, Roser STO will contact Subscriber and offer additional hours for consulting services at its then-current rates.

7.2 Additional Services. Subscriber may obtain Professional Services which will be provided and performed pursuant to mutually agreed upon statement(s) of work describing the services, deliverables, fees, costs and expenses payable in connection with such services. The Service Order(s) will become effective upon execution by authorized representatives of both Parties and will be subject to this Agreement. Any changes to a Service Order shall be documented in writing and/or by means of an RFS.

7.3 Travel and other Expenses. Subscriber shall reimburse Roser STO for any travel expenses and other reasonable expenses incurred in providing Services to Subscriber at the rates shown in the applicable Service Order. Upon request, Roser STO will provide Subscriber an estimate of travel expenses.

7.4 Ownership of Improvements to Roser Software Applications. Any improvements or modifications to the Hosted Services or Licensed Applications ("Roser Enhancements") and associated intellectual property rights developed under this Agreement will be owned by the Roser group of companies and will constitute a portion of the Hosted Services or Licensed Applications, as applicable, and shall be subject to all applicable terms and conditions of this Agreement.

7.5 Ownership of Deliverables Other Than Roser Enhancements. All deliverables and associated intellectual property rights other than Roser Enhancements which are created under this Agreement by Roser STO shall be owned by the Roser group of companies. Roser STO hereby grants to Subscriber a worldwide, non-exclusive, irrevocable right

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and license to use, modify and create derivative works of any such deliverables for Subscriber's internal business operations.

8. E-LEARNING SUBSCRIPTIONS

8.1 Rights to Access and Use Subscriber may purchase one or more E-Learning subscriptions. In that event, subject to the terms and conditions of this Agreement and the E-Learning terms and conditions, Roser grants Subscriber a non-exclusive, non-transferable and non-sublicensable right to access and use of the E-Learning Courseware for Subscriber's internal business operations, for up to the permitted number of Authorized Users as specified in an application form.

8.2 Availability of E-Learning Courseware. Roser STO shall make reasonable, commercial efforts to keep the E-Learning Courseware on-line and available to Subscriber on a continuous basis. However, continuous availability is not guaranteed.

9. RESTRICTIONS AND UNAUTHORIZED USE

9.1 Unauthorized Use. Subscriber will use reasonable efforts to prevent unauthorized use of the Licensed Applications, Hosted Services, and E-Learning Subscriptions and immediately notify Roser STO of any actual or reasonably suspected unauthorized use that comes to its attention. If Subscriber learns or reasonably suspects that any of its passwords has been compromised or if any previously Authorized User ceases to be an employee or contractor of Subscriber, Subscriber will immediately revoke such Authorized User's access to the Hosted Services and Licensed Applications.

9.2 Restrictions. Subscriber shall not conduct or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, distribution or transfer of the Licensed Applications, E-Learning Courseware, Documentation or Hosted Services, except as expressly provided in this Agreement; (b) creation of any derivative works based on the Licensed Applications, E-Learning Courseware, Documentation or Hosted Services; (c) reverse engineering, disassembly, translation, adaptation, or decompiling of the Licensed Applications, E-Learning Courseware, or Hosted Services (d) use of the Licensed Applications, E-Learning Courseware, Documentation or Hosted Services in connection with a service bureau or similar activity for the benefit of a third party; or (e) use of the Licensed Applications, E-Learning Courseware, Documentation or Hosted Services by any party other than Authorized Users.

10. FINANCIAL TERMS.

10.1 Fees. Fees are specified in the applicable Service Order. Annually-recurring fees are due per January 1 of the year for which the software or service that is the subject of

those fees is to be provided.

10.2 Payment Terms. All fees payable hereunder are due within 30 days of the invoice date ("Due Date"). If any sum payable to Roser STO under this Agreement has not been paid by the Due Date, Roser STO reserves the right, without prejudice to any other remedy, to: (a) charge interest on such overdue sum on a day to day basis from the due date until paid in full at the rate of one percent (1%) per month; and/or (b) suspend the provision of Services upon fifteen (15) days prior notice, until all overdue sums are paid in full.

10.3 Taxes. Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its Service Orders. If Roser STO is obligated by law to pay or collect Taxes for which Subscriber is responsible, Roser STO will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide Roser STO any information Roser STO reasonably requests to determine whether Roser STO is obligated to collect Taxes. Roser STO is solely responsible for taxes assessable against its income, property, and employees.

11. CONFIDENTIALITY

11.1 Use of Confidential Information. "Confidential Information" means any and all tangible and intangible non-public information (whether written or otherwise recorded or oral) that is exchanged between the Parties. The recipient of Confidential Information may use it solely for the purpose of performing activities contemplated under this Agreement. The recipient shall not disclose any Confidential Information to any third party and shall protect Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that the recipient uses to protect its own confidential information of a like nature. The recipient may disclose the Confidential Information to its affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of this Agreement who have signed a nondisclosure agreement at least as protective of the discloser's rights as this Agreement.

11.2 Exclusions. Confidential Information does not include information which (i) is or becomes generally available to the public through no fault of the receiving party; or (ii) was known to the receiving party at the time it is received; or (iii) is furnished to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party.

11.3 Legal Compulsion. A receiving party may disclose Confidential Information if required by applicable law or

regulations, provided that the receiving party gives the disclosing party reasonable written notice (if legally permissible) prior to disclosure to allow it to seek a protective order.

11.4 Survival. The confidentiality obligations of this Section 11 will survive the expiration, termination, or cancellation of this Agreement for a period of 2 years.

12. WARRANTIES AND DISCLAIMERS

12.1 Hosted Services and Licensed Applications. Roser STO warrants that the Hosted Services and Licensed Applications will perform in all material respects as set forth in any applicable Documentation. Roser STO shall use commercially reasonable efforts to correct all material errors in the Hosted Services and Licensed Applications as soon as is reasonably possible or to replace the affected portion of the Hosted Services or Licensed Applications with a functionally-equivalent alternative.

12.2 Support/Professional Services. Roser STO warrants, for a period of thirty (30) days from the date of performance of Support/Professional Services, that such Support/Professional Services will be performed with reasonable skill and care. For Support/Professional Services not performed as warranted in this provision, and provided Subscriber has reported such non-conformance to Roser STO within thirty (30) days of performance of such non-conforming Support/Professional Services, Roser STO will, at its discretion, either correct any nonconforming Support/Professional Services or refund a fair portion of the relevant fees paid for the nonconforming Support/Professional Services.

12.3 **TO THE EXTENT PERMISSABLE BY LAW THE WARRANTIES IN THIS SECTION 12 ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ROSER STO DOES NOT GUARANTEE THAT THE ROSER STO HOSTED SERVICES OR LICENSED APPLICATIONS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ROSER STO WILL CORRECT ALL PROGRAM ERRORS.**

13. INDEMNIFICATION.

13.1 Roser STO Indemnification. Subject to the conditions set forth in Section 13.4 below, Roser STO shall defend Subscriber against any action brought against it to the extent that such action is based on a claim that the unmodified Licensed Applications or Services infringes a United States patent issued as of the Commencement Date or a United States copyright, trademark, or trade secret ("IP Claim"), and Roser STO shall pay all costs, settlements and damages finally awarded in such action. If the Licensed Applications or Services or any part of the Licensed Applications or Services is adjudged to infringe, Roser STO

shall, at its option (i) procure for Subscriber the right to continue using the Licensed Applications or Services, or (ii) modify or replace the Licensed Applications or Services to the extent necessary to make it so that it does not infringe; or (iii) if in Roser STO's sole discretion, Roser STO determines that neither (i) nor (ii) are commercially practicable, then it may terminate the Agreement and refund the proportionate part of the annual subscription fee for the Licensed Applications or Services associated with the period from termination to the end of the then-current annual subscription term. If Roser STO determines that any IP Claim is likely, Roser STO may in its sole discretion and option take any of the options enumerated above in (i), (ii) or (iii). Roser STO shall have no liability regarding any claim arising out of: (1) use of other than a current, unaltered release of the Licensed Applications or Services, unless the infringing portion is also included in the then-current, unaltered release, (2) use of the Licensed Applications in combination with non-Roser STO software, services, data or equipment if the infringement was caused by such use or combination, (3) any modification or derivation of the Licensed Applications or Services or operation thereof not specifically authorized in writing by Roser STO, (4) use of third party software, including without limitation open source or third party software, (5) failure to use the Licensed Applications or Services in accordance with the terms of this Agreement or for its intended purpose, (6) infringement caused by compliance with designs, requirements, or specifications required by or provided by Subscriber. **THE FOREGOING STATES THE ENTIRE LIABILITY OF ROSER STO AND THE EXCLUSIVE REMEDY OF SUBSCRIBER, WHETHER EXPRESS, IMPLIED, COMMON LAW OR STATUTORY, WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.**

13.2 Cross-Indemnity. Each Party shall indemnify and hold the other Party harmless from and against any claims, demands, losses, liability, suits, expenses, costs or causes of action in respect of injury or death of its employees and/or to damage to or loss of it or its employees' tangible property howsoever arising (including due to a party's own negligence), except to the extent caused by the gross negligence or willful misconduct of the other Party.

13.3 Third Party Cross-Indemnity. Each Party shall indemnify and hold the other Party harmless from and against any claims, demands, losses, liability, suits, expenses, costs or causes of action in respect of injury or death of any Third Party or damage to or loss of the tangible property of any Third Party to the extent resulting from any and all negligent acts or omissions of the respective Party during the Agreement.

13.4 Conditions. The above indemnifications are subject to the indemnified party: (i) promptly notifying the indemnifying party in writing of any such claim provided, however, that failure to provide such prompt notice shall affect the rights of an indemnified party hereunder only to

the extent that such failure has a prejudicial effect on the defenses or other rights available to the indemnifying party with respect to such claim; (ii) allowing the indemnifying party to have sole control of the defense and all related settlement negotiations (provided however, the indemnified party reserves the right to retain independent counsel of its choosing and at its own expense); and (iii) providing the indemnifying party with the information, authority and assistance necessary to perform the indemnifying party's obligations under this Section 13.

14. TERM AND TERMINATION.

14.1 Term and Renewals. The term of this Software License Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Service Orders, unless otherwise terminated earlier as provided hereunder.

14.2 Hosted Services. Hosted Services start on the date set forth in the applicable Service Order and continues through the expiration of the initial term set forth in the Service Order ("Initial Hosted Services Term"). Following the end of the Initial Term, Hosted Services shall automatically renew for the same length as the Initial Term ("Renewal Term"), unless either party gives written notice at least 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Hosted Services. The pricing for any Renewal Term shall be provided in writing by Roser STO no less than 30 days prior to the end of the Initial Term or any Renewal Term.

14.3 For Cause Termination. Both Parties shall have the right to terminate this Agreement or any Service Order hereunder if the other party breaches a material term of this Agreement and fails to correct the breach within 30 days of written notification of the breach. Clauses 2, 3, 9, 10 and 11 of these Terms and Conditions are at any rate considered to be material.

14.4 Effect of Termination. Upon the termination or expiration of this Agreement, Subscriber shall immediately discontinue use of the Hosted Services and Licensed Applications, and promptly destroy all copies of Licensed Applications and all of its component parts in Subscriber's possession or control, subject to Section 4.3 (Transfer of Subscriber Data/Retention of Data).

14.5 Remedies. Any remedies provided in this Agreement are cumulative and in addition to any remedies available at law or equity, unless stated otherwise.

14.6 Survival. The following provisions shall survive any expiration or termination of this agreement: Section 11.3; Section 12; Section 14; Section 18.

15. LIMITATION OF LIABILITY.

EXCEPT FOR A BREACH OF SECTION 9.1 (RESTRICTIONS) OR SECTION 11 (CONFIDENTIAL INFORMATION), OR THE

PARTIES' OBLIGATIONS UNDER SECTION 13 (INDEMNIFICATION) WITH RESPECT TO THIRD PARTY CLAIMS, OR IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INTENTIONAL BREACH OR FRAUD, NEITHER PARTY SHALL BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, STRICT LIABILITY, STATUTORY OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGE OF ANY KIND. ROSER STO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY SUBSCRIBER TO ROSER STO UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENTS GIVING RISE TO SUCH LIABILITY.

16. THIRD PARTY AND OPEN SOURCE SOFTWARE.

The Licensed Applications may contain or be distributed with open source software or other third party software which may be covered by a different license. If open source software or third party software is included in the Licensed Applications, this Agreement does not apply to the open source software or third party software, except that the warranty disclaimers and limitations of liability set forth in this Agreement will apply to the extent not conflicting with the open source software and third party software licenses. Information concerning the inclusion of the open source software and third party software, if any, and the notices, license terms, and disclaimers applicable to that software will be provided at Subscriber's first request.

17. ESCROW AGREEMENT

The Roser group of companies has established a software escrow agreement with NCC Group Escrow Europe B.V. having their offices in Amstelveen, NL, where a deposit of the source code will be maintained for the Hosted Services or Licensed Applications which is necessary for the maintenance and support of the Hosted Services and Licensed Applications. At Subscriber's request and expense (as indicated in a Service Order), Roser STO will register Subscriber as a beneficiary to such escrow agreement for any Hosted Services or Licensed Applications licensed by Subscriber.

18. AUDIT

Roser STO may audit Subscriber's use of the Licensed Applications and Roser STO Hosted Services once annually or in the event Roser STO has reasons to believe that Subscriber is using the Licensed Applications or Hosted Services in an unauthorized manner. Subscriber will cooperate and provide reasonable assistance and access to information for such audit. The cost of any requested audit

will be borne by Roser STO, unless such audit discloses an underpayment or amount due to Roser STO, or such audit discloses that Subscriber is using the Licensed Applications or Hosted Services in an unauthorized manner, in which case Subscriber shall pay for the cost of the audit. Roser STO shall not be responsible for Subscriber's costs of cooperating with the Audit.

19. CHANGES IN THE HOSTED SERVICES AND LICENSED APPLICATIONS.

Subscriber acknowledges and agrees that Roser STO may, from time to time, and at its sole discretion, modify, enhance and/or expand the features and functionality of the Hosted Services and the Licensed Applications, without substantially changing or degrading the existing features. If however such change will materially and substantially degrade an existing feature or functionality of the Hosted Services or Licensed Applications and Roser STO is not able to provide a solution for such, Subscriber may terminate the part of the Service Order(s) pertaining to that Hosted Service or Licensed Application in writing within 30 days after the changes have been made available to Subscriber by Roser STO. Subscriber's sole remedy in this respect is termination as described above. Subscriber is not entitled to any compensation as a result hereof.

20. MISCELLANEOUS PROVISIONS

20.1 Entire Agreement; Construction; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. The Agreement may be amended only in a subsequent written agreement signed by both Parties specifically referencing this Agreement. No waiver of any provision of the Agreement by either Party shall constitute a waiver of any remedy available as a result of a subsequent breach of the same provision unless such waiver is made in writing and signed by the Party granting such waiver.

20.2 Attorneys' Fees. If either Party initiates litigation to enforce any of the provisions of the Agreement, including collection of any amounts due, then the prevailing Party shall be entitled to recover from the other Party, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorneys' fees and any costs of any litigation.

20.3 Governing Law. The Agreement shall be governed by the laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction.

20.4 Arbitration. In the event of any dispute arising out of or in connection with the Agreement or any Order, the parties are obliged to first attempt to solve the dispute through negotiation by the parties. The party that

considers itself to be entitled to a claim (either for compensation, payment, extension of time or otherwise) shall give notice thereof to the other party. The notice shall describe in detail the event or circumstance giving rise to the claim and shall include full supporting particulars of the basis of the claim. Within 30 days after receiving the fully detailed claim, the other party will send its detailed response in writing to the first party. Following the receipt of the response, the parties will schedule a meeting to discuss their dispute and negotiate an amicable solution. Only if within fourteen (14) days after this meeting the parties have failed to resolve the dispute, they agree to submit their dispute to arbitration in accordance with the Arbitration Rules of the American Arbitration Association ('AAA'). The arbitral tribunal shall consist of one arbitrator, to be selected by the American Arbitration Association. The arbitrator shall not be of the nationality of any of the parties or the parties' parent companies. The IBA Rules on the Taking of Evidence in International Arbitration shall be applicable. The place of arbitration shall be Houston, Harris County, Texas. The arbitral tribunal shall issue its award within one year following its appointment.

20.5 Waiver Of Jury Trial. **IN THE EVENT OF ANY JUDICIAL PROCEEDINGS, THE PARTIES KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

20.6 Severability. If a court or arbitrator of competent jurisdiction determines that any provision of the Agreement is unlawful or unenforceable in any respect, the court or arbitrator shall reform the Agreement by modifying such provision so as to render it enforceable or, if modifying the provision is not possible, then deleting such provision. The court or arbitrator shall then fully enforce the Agreement as reformed.

20.7 Transfer or Assignment; Successors and Assigns. Subscriber shall not transfer or assign, whether by operation of law, merger (including reserve triangular), change of ownership, voluntary transfer or otherwise, this Agreement or any of the rights conferred or obligations imposed by this Agreement, to any person or entity not an Affiliate of Subscriber without Roser STO's prior written permission. Any attempted assignment in violation of this provision shall be void and of no effect.

20.8 Precedence. It is expressly agreed that the terms and conditions in this Agreement shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Roser STO document and no terms included in any such purchase order, portal or other non-Roser STO document shall apply to the Licensed Applications and Services, unless such document (i) expressly refers to this Agreement; (ii) states that it shall prevail over this Agreement, and (iii) is signed by authorized representatives of both Parties.

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20.9 Notices. Unless otherwise provided in the Agreement, all notices or communications of any type required or permitted by the Agreement, excluding routine billings or correspondence, shall be sent to the addresses listed in the relevant Service Order. Such notice or communication shall be in writing and sent either by (1) any express delivery service that provides signed acknowledgement of delivery or (2) U.S. Postal Service certified mail, return receipt and shall be deemed effective on receipt. A party may change its address by giving notice of such change of address as set forth in this Section.

20.10 Headings. The headings appearing in the Agreement are included for the convenience of the Parties and shall not be used to define, limit, enlarge or interpret the scope of the Agreement or any of its provisions.

20.11 Relationship of the Parties. Nothing in the Agreement shall be construed to create or establish an agency, partnership or joint venture relationship between the Parties and the Parties jointly and severally disclaim any such relationship. The Parties further agree that they are acting solely as independent contractors and that neither Party owes any fiduciary, special or implied duty to the other Party unless such duty is expressly stated in the Agreement.

20.12 Commercial communications. From time to time Roser STO and/or its affiliates provide commercial communications, *inter alia*, via e-mail. As far as would be necessary under local laws, Subscriber hereby explicitly gives its permission to the Roser Group for sending such commercial communications to any known e-mail address within Subscriber's organization.

20.13 Injunctive Relief. Notwithstanding any other provisions of this Agreement, Subscriber acknowledges that breach of any provision of this Agreement by Subscriber which relates to the protection of Roser STO's intellectual property rights may cause Roser STO irreparable damage for which recovery of money damages would be inadequate, and Roser STO shall therefore be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law. Subscriber hereby waives the requirement of a bond in the event Roser STO seeks injunctive relief.

20.14 Notice to United States Government End Users. Any software and related documentation provided as part of the Licensed Applications or Hosted Services is deemed

to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

20.15 Compliance. Subscriber shall comply with any and all local, state and federal laws, rules, and regulations in its use of the Licensed Applications.

20.16 Export Controls. The software and technical data provided as part of the Licensed Applications is subject to the export laws and regulations of the United States, and Subscriber shall comply with all such export laws and regulations.

20.17 Feedback. Any suggestions, enhancement requests, recommendations or other feedback made by Subscriber to Roser STO with respect to any portion of the Licensed Applications or Services, and any associated intellectual property rights, will be the property of Roser STO and you hereby assign to Roser STO all right, title and interest in such feedback and any associated intellectual property rights to Roser STO.

20.18 Publicity. Roser STO may publicly identify Subscriber as a customer.

20.19 High Risk Activities. The Licensed Applications and Hosted Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance. Subscriber shall not use the Licensed Applications or Hosted Services for such high risk activities.

20.20 Force Majeure. Neither party shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, DoS/DDoS or similar attacks, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or any causes outside the reasonable control of the party (each, a "Force Majeure Event"). Both parties will use reasonable efforts to mitigate the effect of a Force Majeure Event. If such event continues for more than 30 days, either Party may cancel unperformed Services.