

Rider to Software License Terms

This rider ("Rider") to the Software License between Vanguard Integrity Professionals, a Nevada Corporation ("Licensor") and the State of Oregon, acting through its Department of Administrative Services, on behalf of the State of Oregon, its agencies, all entities as defined in ORS 174.111, political subdivisions, and ORCPP members. ("Licensee" or "Customer") amends and supersedes any provision to the contrary in the Software License ("License"), a copy of which is attached to this Rider as Exhibit A. This Rider and the Software License constitute the entire licensing agreement (collectively "Agreement") between Licensor and Licensee, and merge all prior and contemporaneous communications with respect to the matters described in this Agreement.

Notwithstanding any language in the License to the contrary, Licensor and Licensee agree:

1. **Software.** This Rider pertains to Vanguard Software, hardware related software and firmware, and related intellectual property, such as Documentation, licensed by Licensor to Licensee under this Agreement and paid for through Licensor or Licensor's authorized reseller.
2. **Purchase Orders.** Licensee(s) will order Software via a purchase order issued directly to Licensor. The Department of Administrative Services is not a party to any purchase under the Agreement unless it places an order with a proper ordering instrument.
3. **Effective Date and Term.** This Agreement is effective when it is fully executed and approved according to applicable laws, rules and regulations, whichever date is later ("Effective Date"). This Agreement continues in effect unless terminated by either party by providing notice in the specified in this Rider.
4. **Confidentiality.**
 - 4.1. Any obligation of Licensee to maintain the confidentiality of Licensor's proprietary information provided to Licensee, or to refrain from making public any document related to its use of the Software, is conditioned by and subject to Licensee's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.410 to 192.505 which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.501 or ORS 192.502.
 - 4.2. Licensor acknowledges that, it and its employees, subcontractors or agents in the course of this Agreement may be exposed to or acquire information that is confidential to Licensee or Licensee's clients. Any information Licensor or its employees or agents receive or acquire relating to Licensee or Licensee's clients in the performance of this Agreement is deemed to be confidential information of Licensee ("Confidential Information"), with the exception of:
 - 4.2.1. Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Licensor;
 - 4.2.2. Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;

- 4.2.3. Information that was known to Licensor prior to the Effective Date of the Agreement without obligation of confidentiality;
 - 4.2.4. Information that is independently developed by Licensor and documented in writing without use of, or reference to, any confidential information of Licensee; and
 - 4.2.5. Information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
 - 4.2.6. If Licensor is required to disclose confidential information under clause 4.2.5, Licensor shall first give Licensee notice and shall provide such information as may reasonably be necessary to enable Licensee to take action to protect its interests.
- 4.3. Licensor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 606A.628, to the extent applicable to this Agreement.

5. Indemnification.

5.1. **Limits on Licensee Indemnification.** To the extent Licensee is required under the License to indemnify or hold Licensor harmless against claims brought by third parties against Licensor, Licensee's obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.

5.2. **Licensor Indemnification.** Licensor shall indemnify and hold Licensee, the State of Oregon, and their agents, officials and employees harmless from all third party claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards, and costs (including reasonable attorneys' fees and expenses), which may be brought or made against Licensee, the State of Oregon, or their agents, officials or employees and arising out of or related to any of the following (each, an "indemnifiable loss"):

5.2.1. Personal injury, death or tangible property damage caused by any alleged act, omission, error, fault, mistake or negligence of Licensor, its employees, agents, or representatives in connection with Licensor's performance under or related to the Agreement; and

5.2.2. Any willful or grossly negligent act or omission by Licensor that constitutes a material breach of the Agreement, including any breach of warranty.

5.2.3. Licensee will timely notify Licensor in writing of any action, claim or demand of which Licensee becomes aware and which Licensee reasonably expects to result in an indemnifiable loss. Licensor's obligation under this section does not extend to any indemnifiable loss to the extent caused by: (i) the negligence or willful misconduct of Licensee, the State of Oregon, or their agents, officials or employees; or (ii) Licensee's modification of Licensor's software where the unmodified version of the software would not cause an indemnifiable loss.

6. **Defense of Claims.** To the extent Licensor is required under this Agreement to defend Licensee against claims asserted by third parties, Licensee shall reasonably cooperate in good faith, at Licensor's reasonable expense, in the defense of the claim and Licensor shall

select counsel reasonably acceptable to the Oregon Attorney General to defend the claim, and Licensor shall bear all costs of counsel. The Oregon Attorney General's acceptance of counsel may not be unreasonably withheld. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, the State of Oregon, Licensee, its officers, employees or agents. Licensee may elect to assume its own defense with an attorney of its own choice and its own expense at any time Licensee determines important governmental interests are at stake. Licensee will promptly provide notice to Licensor of any claim that may result in an obligation on the part of Licensor to defend. Subject to these limitations, Licensor may defend a claim with counsel of its own choosing, on the condition that no settlement or compromise of any claim may occur without the consent of Licensee, which consent must not be unreasonably withheld.

7. Governing Law; Jurisdiction; Venue. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LICENSOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THIS COURT, WAIVES ANY OBJECTION TO VENUE IN THESE COURT, AND WAIVES ANY CLAIM THAT THIS COURT IS AN INCONVENIENT FORUM. In no way may this section or any other term of this Agreement be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or (ii) consent by the State of Oregon to the jurisdiction of any court.

8. Attorney Fees; Other Expenses.

8.1. Except as specified in Section 5.2, neither party to this Agreement is entitled to obtain judgment from the other party for attorney fees incurred in any litigation between the parties or in defense of any claim asserted by a third party.

8.2. Notwithstanding any provisions in the License to the contrary, Licensee shall have no obligation to pay to Licensor any costs, fees, charges or other amounts other than those specifically itemized and agreed to in writing by the Parties.

9. Access and Audit rights. Licensor's audit rights in Section 7 of the Licensee are modified to provide:

9.1. Any audit will take place no more than once every 12 months, upon not fewer than 30 days' written notice, during normal business hours and in a manner that does not interfere unreasonably with Licensee's operations. Licensee will provide Licensor or the independent auditor with information reasonably requested in furtherance of the verification. As an alternative, Licensor can request Licensee complete a self-audit questionnaire.

- 9.2. If the agreed-upon final audit report reveals that Licensee does not have sufficient licenses to meet its actual use, Licensee will order sufficient license(s) at then-current prices available to State of Oregon agencies under an Oregon software price agreement. Licensee will not pay a penalty. Licensee may at its option purchase maintenance and support.
- 9.3. Each party will bear its own costs of any activity conducted pursuant to Section 7 of the License.
- 10. Dispute Resolution.** Notwithstanding those provisions of the License that require arbitration of disputes, any dispute between the parties under the License that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.
- 11. Payment.** Licensee's obligation to pay late charges is subject to ORS 293.462.
- 12. Incorporation of Oregon Statutes.** ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
- 13. Termination for Lack of Funding.** Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Licensee's payment for license fees due after the last calendar day of the current State of Oregon biennium is contingent upon Licensee receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Licensee, in the exercise of its reasonable administrative discretion, to continue to compensate Licensor. Licensee may immediately terminate this Agreement upon written notice if Licensee fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Licensee's budget or spending plan and Licensee determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.
- 14. Independent Contractor.** Licensor is at all times an independent contractor and not as an agent, employee, or representative of Licensee. Licensor has no right or authority to incur or create any obligation for or legally bind Licensee in any way. Licensor is not an "officer," "employee" or "agent" of Licensee or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Licensor shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Contract or authorized in writing by the party to be bound.
- 15. Order of Precedence.** In the event of any conflict between the Rider, the License, and any terms and conditions published by Licensor on or after the Effective Date of this Agreement and any terms presented to an end user in a 'click wrap' or end user agreement, the conflict will be resolved in that order.

16. Publicity. Licensor may disclose the form and existence of this Agreement in advertising, press releases or other materials distributed to prospective customers, but shall not otherwise attempt to obtain publicity from its association with Licensee or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Licensee or the State of Oregon of Licensor's Application Services, without the prior written consent of Licensee.

17. Counterparts. This Rider may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

18. Tax Compliance. By executing this Rider, the undersigned certifies under penalty of perjury that Licensor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Licensor shall, for the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, to Licensor's property, operations, receipts, or income, or to Licensor's performance of or compensation for any work performed by Licensor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, or to goods, services, or property, whether tangible or intangible, provided by Licensor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.1. This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

LICENSOR:

By: Cherone Sharp
As: CORPORATE SECRETARY
Date: 11/28/2017



LICENSEE:

The State of Oregon, acting through the Oregon Department of Administrative Services

By: Denny Burkhardt
As: Procurement Svcs Mgr
Date: 11/28/17

Attachments:

Exhibit A – Software License

EXHIBIT A
Software License

This Software License Agreement is entered into on the "Effective Date" below, between:

Vanguard Integrity Professionals, Inc.
("VANGUARD" and/or "Licensor"), having its principal place of business at:
6625 S. Eastern Avenue, Suite 100
Las Vegas, NV 89119, USA

and:

[CUSTOMER NAME]
("CUSTOMER" and/or "Licensee"), having its principal place of business at:
[ADDRESS]

each referred to as a "Party" or collectively as the "Parties".

Effective Date: [DATE]

In consideration of the mutual benefits conferred, the Parties hereby agree as follows:

1. License. In accordance with the terms and conditions of this Software License Agreement and any Schedule(s) attached hereto or subsequently incorporated (collectively referred to as the "Agreement"), VANGUARD grants CUSTOMER, in exchange for the payment of Fees, a non-exclusive license and right to utilize (a) the software programs (aka modules) described on the Schedules (and any accompanying documentation), and/or (b) any other software programs for which CUSTOMER has been provided a Date Code on a temporary or trial basis (together the "Licensed Software Products"). Unless otherwise specified, the right of utilization granted herein is limited to CUSTOMER's internal data processing use only at a single location and/or on the designated CPU (or Logical Partition) specified on applicable Schedule(s) (the "Licensed Location"), only in the United States, and for the term specified or in the case of temporary or trial usage without execution of Schedule, for the duration permitted by the applicable Date Code. A "CPU" is defined as one physical piece of equipment without regard for "multi-engine" hardware configurations. The Licensed Software Products include only the execution time libraries and files and specifically exclude source code. Source code is not being licensed or provided to CUSTOMER under any circumstances.

2. Restricted Use. CUSTOMER may make one (1) copy of Licensed Software Products solely for archival, testing, or disaster recovery purposes. CUSTOMER shall notify VANGUARD of any intended testing or disaster recovery installations ("Temporary Installations") and coordinate with VANGUARD prior to implementation. Simultaneous operation of Temporary Installations and a Licensed Location may result in additional Fees. Except in the case of an actual disaster which catastrophically disrupts service at a Licensed Location, Temporary Installations may not be used for production purposes without the payment of additional Fees. Use of Temporary Installations for "load balancing" is strictly prohibited without VANGUARD's written approval and additional Fees may apply. VANGUARD will provide temporary Date Codes in its sole discretion subject to reasonable verification of CUSTOMER'S compliance with this Section 2. CUSTOMER shall not publish results of performance tests without prior written approval of VANGUARD. Except as

otherwise expressly set forth in this Agreement, CUSTOMER shall not copy the Licensed Software Products or any portion thereof. Except as otherwise expressly set forth in this Agreement, CUSTOMER shall not sell, sublicense, distribute, rent, lease, assign or otherwise transfer the Licensed Software Products or any portion thereof to any other person or entity. CUSTOMER shall not modify, alter, create derivative works of, translate, reverse engineer, decompile, disassemble, reengineer, extract ideas, algorithms or procedures from the whole or any part of the Licensed Software Products or otherwise create or attempt to create or permit, allow, or assist others to create the source code for the Licensed Software Products or any portion thereof. CUSTOMER shall not export or re-export the Licensed Software Products to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval.

3. Transfers and Upgrades. Subject to the provisions of this Agreement, except in the case of a temporary or trial license, CUSTOMER may transfer a license to another CUSTOMER location or another CUSTOMER CPU by prior written notice to VANGUARD. If CUSTOMER fails to provide such notice, any use of the Licensed Software Products at another location or on a CPU of a higher capacity than licensed is prohibited, shall constitute a breach of this Agreement, and may result in the immediate revocation of the license(s) previously granted to CUSTOMER for the transferred Licensed Software Products. Notwithstanding anything in this Section 3 to the contrary, in the event that the then-current license/lease fee for the CPU to which the Licensed Software Products are being transferred is higher than the then-current license/lease fee for the CPU from which the Licensed Software Products are being transferred, CUSTOMER shall pay an upgrade fee to VANGUARD (such payment shall be due and payable when the Licensed Software Products are transferred and shall be calculated by taking the then-current license/lease fee for the CPU to which the Licensed Software Products are being transferred and subtracting the then-current license/lease fee for the CPU from which the Licensed Software Products are being transferred).

4. Mutual Confidentiality. "Confidential Information" means any and all information which is of a confidential, proprietary or trade secret nature that is disclosed by one Party to the other Party under this Agreement. As such, either Party hereto may be a "Disclosing Party" or a "Receiving Party" of Confidential Information. Without limiting the generality of the foregoing, Confidential Information shall include the internal components of VANGUARD's Licensed Software Products. Each Party's Confidential Information will remain the property of the Disclosing Party and the Receiving Party will not be deemed by virtue of this Agreement or any access to the Disclosing Party's Confidential Information to have acquired any right, title or interest in or to any such Confidential Information. The Receiving Party shall, and shall cause its employees and agents to, strictly maintain the confidentiality of the Disclosing Party's Confidential Information and not disclose, disseminate or otherwise give such Confidential Information to any other person, firm, organization or third-party, except for an employee or agent of the Receiving Party who has a reasonable need to obtain access thereto in connection with the performance of their obligations under this Agreement and who has agreed in writing not to disclose, and not to use for any other purpose, such Confidential Information.

Notwithstanding the foregoing, the Receiving Party shall not be subject to the obligations of confidentiality set forth in this Section 4 with respect to Confidential Information that: (i) is or becomes publicly known without violation by the Receiving Party of this Agreement; (ii) is already rightfully known to Receiving Party without restrictions at the time of its disclosure; (iii) after its disclosure is made known to the Receiving Party without restrictions, by a third party having the right to do so; or (iv) is legally required to be disclosed by the Receiving Party pursuant to a judicial order from a court of competent jurisdiction (provided that the Receiving Party promptly informs the Disclosing Party of the requirement and affords the Disclosing Party a reasonable opportunity to contest the required disclosure).

5. Ownership. CUSTOMER recognizes that the Licensed Software Products are proprietary to VANGUARD and that VANGUARD owns and retains all right, title and interest (including without limitation all intellectual property rights) in and to all Licensed Software Products and all federal trademark registrations, trademarks, trade dress, trade names, service marks, symbols, slogans, emblems, logos, designs, name and other indicia of origin (the "Marks"). Nothing in this Agreement transfers, grants or conveys to CUSTOMER any right, title or ownership interest in or to the Licensed Software Products or the Marks.

6. Support & Maintenance. Commencing at the date specified in the applicable Schedule and provided that CUSTOMER has paid the applicable maintenance fees, VANGUARD shall provide maintenance (as defined in the applicable Schedule) to the currently available and supported Licensed Software Products for the term and rate(s) and/or fee(s) specified in the applicable Schedule. Such maintenance includes (a) access to VANGUARD personnel by telephone for the specific purpose of problem resolution within any or all portions of the Licensed Software Products generally supported by VANGUARD, and (b) upon CUSTOMER's request, the periodic updates and notices that are associated with VANGUARD's normal Licensed Software Product maintenance. Any problems that are reported to VANGUARD that require VANGUARD personnel time to resolve and are not VANGUARD-related problems shall be billed to CUSTOMER at the then-current published VANGUARD hourly consulting rates, plus reasonable expenses, including but not limited to, travel, lodging, and meals. Telephone technical support is available Monday through Friday from 6 a.m. to 5 p.m. (Pacific Standard Time) and by pager response during non-business hours. VANGUARD recommends that CUSTOMER's staff attend VANGUARD training offerings on a continuing basis to secure beneficial training for use of the Licensed Software Products.

7. Audit Rights. On an annual basis during normal business hours, VANGUARD shall have the right, exercisable in person or in writing, to examine (a) the use by CUSTOMER of all Licensed Software Products, and (b) the records of CUSTOMER with respect to this Agreement and the Licensed Software Products for the purpose of verifying compliance with the terms thereof.

8. Warranty and Limitation of Liability. VANGUARD warrants that the Licensed Software Products will perform as specified in the documentation accompanying the Licensed Software Products as modified from time to time. VANGUARD warrants that the Licensed Software Products as delivered do not infringe any patent or copyright held by any third party and are enforceable under U.S. law.

THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VANGUARD UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

In the event of a breach of the warranty set forth in this Section 8 of which VANGUARD becomes aware, VANGUARD's sole obligation, and CUSTOMER's exclusive remedy, will be for VANGUARD to: (i) use commercially reasonable efforts to resolve such breach; or, if that is not reasonably practicable (ii) terminate this Agreement upon written notice to CUSTOMER without liability by reason of such termination and refund to CUSTOMER any license fees paid to VANGUARD by CUSTOMER under this Agreement, less straight line depreciation for use over a five (5) year useful life. For all claims arising under or in connection with this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including, without limitation, breach of warranty, negligence and strict liability in tort), VANGUARD will be liable to CUSTOMER for direct general money damages only, in an amount not to exceed, in the aggregate for all claims, an amount equal to the total of any license fees paid to VANGUARD by CUSTOMER under this Agreement, less straight line depreciation for use over a five (5) year useful life.

UNDER NO CIRCUMSTANCES WILL VANGUARD BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING: (I) ANY DAMAGES CAUSED BY THE FAILURE OF CUSTOMER TO PERFORM ITS RESPONSIBILITIES; (II) OTHER THAN AS PROVIDED IN SECTION 9 BELOW, ANY THIRD PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES; OR (III) ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CUSTOMER IS INFORMED OF THEIR POSSIBILITY.

9. Indemnification. VANGUARD has the right to grant CUSTOMER a license to use the Licensed Software Products and to enter into this Agreement. VANGUARD shall defend and indemnify CUSTOMER and its officers, directors, shareholders, employees, and agents (each an "Indemnitee") from and pay all costs, losses, liabilities, penalties, expenses (including court costs and reasonable attorneys' fees), judgments and damages incurred by or levied against Indemnitee as a result of any third party claims or actions brought against Indemnitee by reason of any breach by VANGUARD of this Section 9.

10. Manuals. VANGUARD shall provide 1 copy of applicable manual(s) (and 1 copy of each manual revision as available) for each Licensed Software Product. The manuals may, subject to the provisions of this Agreement, be reproduced by CUSTOMER for its internal use within CUSTOMER's organization. CUSTOMER shall reproduce and include all VANGUARD Marks (including without limitation all copyright, trademark and other proprietary rights notices) on any permitted copies or partial copies of manuals it makes. CUSTOMER shall have no right to copy, in whole or in part, any manuals other than as expressly set forth in this Agreement. CUSTOMER shall not remove, obliterate or alter any VANGUARD Marks (including without limitation any trademark or trade name or any copyright, patent or trademark

notices) which appear on or in manuals and shall not affix to the same any other notice or mark. Under no circumstances may CUSTOMER distribute outside of CUSTOMER's organization a copy of any manuals or a portion thereof without prior written authorization from VANGUARD.

11. Invoices. VANGUARD shall submit invoices to CUSTOMER for the appropriate amounts due under this Agreement. Payment shall be made by CUSTOMER within thirty (30) days after receipt of invoice. If CUSTOMER does not pay an invoice within thirty (30) days after receipt, VANGUARD shall add an interest charge of one and one half percent (1.5%) per month (18% annually) or the maximum rate allowed by law if less (this interest will begin to accrue on the thirty-first (31st) day after CUSTOMER's receipt of such invoice). If any amounts remain unpaid by CUSTOMER for more than sixty (60) days after the due date, VANGUARD may terminate this Agreement upon written notice to CUSTOMER. CUSTOMER agrees to pay VANGUARD the Fees and any other fees under this Agreement in U.S. Dollars. The Fees charged to CUSTOMER by VANGUARD under this Agreement are exclusive of any and all taxes or government fees imposed by reason of this Agreement and CUSTOMER is solely responsible for payment of all such taxes or fees (excluding taxes or fees based on VANGUARD's net income or levied on VANGUARD for the privilege of doing business in any particular jurisdiction). CUSTOMER agrees to pay directly, or reimburse VANGUARD for, any such taxes or fees. CUSTOMER will pay VANGUARD's invoices without deducting any present or future taxes, withholdings or other charges except those deductions it is legally required to make. If CUSTOMER is legally required to make any deductions, it will pay VANGUARD such amounts as are necessary to make the net amounts remaining after such deductions equal to the stated amount due under this Agreement. Any taxes and other governmental fees to be paid or reimbursed to VANGUARD by CUSTOMER will be separately itemized on VANGUARD's invoices. If VANGUARD does not charge CUSTOMER sales tax on the Licensed Software Products or services, CUSTOMER must determine whether it owes use tax to state or local entities. If CUSTOMER determines that it must remit use tax, CUSTOMER is responsible for paying such use tax to the applicable entity. VANGUARD is not responsible for collecting and paying such tax.

12. Term. Any license granted hereunder shall commence on the date specified in the applicable Schedule(s) or, if there are no such applicable Schedule(s), the date on which CUSTOMER has received the applicable Date Code from VANGUARD, and shall, unless terminated sooner pursuant to Section 13 hereof, expire per the term specified in the applicable Schedule(s) or, if there are no such applicable Schedule(s), the date on which such Date Code expires.

13. Termination. In the event that one party (the "Breaching Party") materially breaches any material term, condition or covenant of this Agreement, and fails to cure such breach in the fifteen (15) day period immediately following the date the Breaching Party received written notice of such breach from the other party (the "Non-Breaching Party") requesting cure of such breach (the "Cure Period"), the Non-Breaching Party shall have the right at any time within ten (10) days after the end date of the Cure Period to terminate this Agreement. Notwithstanding anything to the contrary in the foregoing, VANGUARD may terminate this Agreement immediately upon written notice to CUSTOMER in the event of any breach by CUSTOMER of Section 2 of this Agreement. On the expiration or any termination

of this Agreement, all licenses and rights held by or granted to CUSTOMER under this Agreement shall cease immediately and CUSTOMER shall cease all use of and return to VANGUARD, or at VANGUARD's election destroy (in which case VANGUARD shall have the right to supervise the destruction thereof), all materials (including without limitation any and all Confidential Information) in CUSTOMER's possession, custody or control in whatever form held (including without limitation all documents or media containing any of the foregoing and all copies, extracts or embodiments thereof). Sections of this Agreement which by their express terms or context impose continuing obligations on the Parties (including without limitation Sections 2, 4, 7, 8, 9, 13 and 15) will survive the expiration or any termination of this Agreement.

14. Jurisdiction and Assignability. The Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, U.S.A. (without regard to conflicts of law principles). VANGUARD shall have and may cumulatively exercise all rights as it might have at law or in equity for the protection of the Licensed Software Products, including an injunction enjoining the breach or threatened breach. CUSTOMER may not assign the Agreement, whether by operation of law or otherwise, without the prior written consent of VANGUARD, not to be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns permitted hereunder.

15. Arbitration and Attorney's Fees. In the event of a dispute between the parties arising under this Agreement, the parties shall submit to binding arbitration in Las Vegas, Nevada, U.S.A. before a single arbitrator knowledgeable of the subject matter of this Agreement under the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that VANGUARD may, in the event CUSTOMER breaches, or attempts or threatens to breach, CUSTOMER's confidentiality obligations to VANGUARD or VANGUARD's proprietary rights, in addition to, and not in lieu of, any other rights and remedies available to it, directly obtain from any court of competent jurisdiction temporary restraining orders or preliminary injunctions, or their equivalent, to restrain further or attempted or threatened breaches, of such obligations. The decision of the arbitrator shall be final and binding with respect to the dispute subject to the arbitration and shall be enforceable in any court of competent jurisdiction. If any arbitration or litigation is commenced between or among parties to the Agreement or their personal representatives concerning any provisions of the Agreement, or the rights and duties of any person in relation thereto, the court or arbitrator, as the case may be, may award to the party or parties prevailing in such arbitration or litigation, in addition to such other relief as may be granted, a reasonable sum for their attorneys' fees.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of (i) the date of delivery shown on the receipt if (a) mailed at a post office in the United States, postage prepaid, return receipt requested, to the addresses set forth below, or (b) mailed via nationally recognized overnight courier, to the addresses set forth below; or (ii) the date of delivery shown on the electronic record if sent by facsimile to the fax numbers set forth below, provided the notice is also mailed by first class mail at a post office in the United States, to the addresses set forth above (alternate or additional notice addresses may be included on the signature page of this Agreement). Either party may from time to time by written

notice to the other designate another address, which shall thereupon become its effective address for the purposes of this section.

17. Force Majeure. A party will not be held responsible for, and will be excused from any delay or failure in its performance hereunder, other than for payment of money, caused by any labor dispute, government requirement, act of God, or other cause beyond its reasonable control.

18. General. VANGUARD's personnel shall not be considered employees or agents of CUSTOMER. Nothing in this Agreement shall be construed as creating a partner, joint venture or agency relationship between VANGUARD and the CUSTOMER. Neither party, nor its employees, has any authority to bind or make commitments on behalf of the other party for any purpose, nor will it or they hold itself or themselves out as having such authority. Each party will be solely responsible for supervising, providing daily direction and control, paying the salaries (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. This Agreement may be amended or modified only by a writing signed by an authorized representative of each party which specifically refers to this Agreement. If any term, clause or provision of this Agreement is at any time judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other term, clause or provision and the parties will replace such invalid term, clause or provision with a valid and enforceable term, clause or provision that reflects the original intentions of the parties as nearly as possible in accordance with applicable law. No waiver, delay or discharge by a party will be valid unless in writing

and signed by an authorized representative of the party against which its enforcement is sought. Any waiver of any default or breach of this Agreement shall not be construed to constitute a waiver of any other default or breach whether similar or not. There are no intended third party beneficiaries of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

19. Entire Agreement – No Modification by Subsequent Purchase Order Terms Permitted. This Agreement contains the entire agreement of the Parties and supercedes any and all prior representations or agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by an intentional written instrument duly executed by both Parties. For the avoidance of doubt, the Parties hereby agree further that any additional terms contained in purchase orders, acceptance instruments, websites and links thereto, supplier acknowledgements, or any similar transmittal devices attached to, or presented by CUSTOMER (or its agents) along with this Agreement, any renewal of this Agreement, or any payment due under this Agreement ("Purchase Order Terms") are hereby deemed for all purposes to be null, void and of no force and effect. Other than general instructions for fulfillment, VANGUARD is expressly permitted by CUSTOMER to disregard Purchase Order Terms as inapplicable to this Agreement whether or not such Purchase Order Terms reference this Agreement directly or indirectly. Any conflicts between this Agreement and Purchase Order Terms shall be resolved in favor of this Agreement nor shall any new yet non-conflicting provisions be introduced by Purchase Order Terms.

IN WITNESS WHEREOF, the parties acknowledge that they have read, understood and have executed this Agreement below and agree to be bound by its terms.

LICENSOR (VANGUARD): Vanguard Integrity Professionals, Inc.	LICENSEE (CUSTOMER): [COMPANY]
By (Signature):	By (Signature):
Name and Title: Yvonne Shoup, Corporate Secretary	Name and Title:
Date:	Date:
Additional Notices To: Vanguard Integrity Professionals, Inc. Att: Office of General Counsel 6625 S. Eastern Avenue, Suite 100 Las Vegas, Nevada 89119 Telephone: (702) 794-0014 Facsimile: (702) 794-0023	Additional Notices To: