

Krista Ferrell
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

February 21, 2012

Ms. Ferrell,

Please accept the enclosed bid in response to RFQ ISCM0098 provided by Planet Technologies. Planet Technologies has teamed with Scirbe Software to provide a competitive bid that meets all of the requirements set forth in the RFQ.

Planet Technologies agrees with the terms of the RFQ.

Enclosed please find:

- 1) A signed Addendum Acknowledgment
- 2) A signed State of West Virginia Purchasing Affidavit
- 3) A signed State of West Virginia Vendor Preference Certificate
- 4) Planet Technologies Cost Proposal-(inclusive of all of the requirements in the Scope of Work) including the required SKU's
- 5) Scirbe Software Corporation's "Software Maintenance Plan"
- 6) Scirbe Software Corporation's "License Agreement"

Please do not hesitate to contact me if any additional information is required or requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Winter', with a long horizontal line extending to the right.

Steven Winter
Vice President
swinter@go-planet.com

RECEIVED

2012 FEB 23 A 9:38

PURCHASING DIVISION
STATE OF WV



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCM0098

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - COMMUNICATIONS
 1900 KANAWHA BLVD. E.
 BUILDING 5, 10TH FLOOR
 CHARLESTON, WV
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.D.	FREIGHT TERMS
02/01/2012				

BID OPENING DATE: **02/28/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: 1.S.C.M.0098</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301 721-0100	DATE 2/12/2012
TITLE Vice President	FEIN 522062401	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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BID OPENING DATE: **02/28/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>[Signature]</i> SIGNATURE Planet Technologies COMPANY 2/10/2012 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 301 721-0100	DATE 2/12/2012	ADDRESS CHANGES TO BE NOTED ABOVE
TITLE Vice President	FEIN 52 2062401		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/01/2012				

BID OPENING DATE: **02/28/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCM0098</p> <p>BID OPENING DATE: 02/28/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (301) 721-0189</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Steven Winter</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301 721-0100	DATE 2-12-2012
TITLE Vice President	FEN 522062401	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Planet Technologies

Authorized Signature: [Signature] Date: 2/10/2012

State of MD

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 10 day of Feb, 2012.

My Commission expires 9/2/14, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Mary F. Tucker
NOTARY PUBLIC
Montgomery County, Maryland
My Commission Expires 9/2/2014

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Planet Technologies Signed: [Signature]
 Date: 2-10-2012 Title: Vice-President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Planet Technologies Cost Proposal for RFQ#ISCM0098

RFQ# ISCM0098	
Item Description	Cost per unit (Includes Year 1 Maintenance)
Scribe Enterprise Unlimited Users	\$120,000.00
Unlimited Connections	\$10,000.00
Inside Track Training Corporate License (1 year/ 150 hrs)	\$5,150.00
Subtotal:	\$135,150.00
Cost per year	
Year 2 Maintenance	\$30,000
Year 3 Maintenance	\$30,000
Subtotal:	\$60,000.00
TOTAL COST	\$195,150.00
<p>Vendors submitting "or equal" bids should include description of equal item bid along with documentation of how the "equal" meets the mandatory requirements of this solicitation.</p> <p>Item 1: Scribe Enterprise Unlimited User _____</p> <p>Item 2: Unlimited Connections _____</p> <p>Item 3: Inside Track Training Corporate License _____</p>	

The above quote covers the following SKUs:

Scribe Enterprise Unlimited	SCR-ENT
Unlimited Connections for Scribe Enterprise	ADD-COXE
Scribe Enterprise Unlimited Annual Maintenance	SCR-ENT-MNT
Unlimited Connections for Scribe Enterprise Annual Maintenance	ADD-COXE-MNT
InsideTrack Training Corporate License TRN	SUB-ITPC-



**Scribe Software Corporation
Software Maintenance Plan**

Effective February 1, 2010

Scribe Software Corporation Maintenance Plan

This document describes the Scribe Software Maintenance Plan that Scribe will provide to you for the Scribe product(s) for which you have purchased a Maintenance Plan for (said Scribe product(s) hereinafter referred to as the "Software").

I. Scribe Software Maintenance Plan

The plan is as follows:

1) Upon your request, we will provide to you one (1) copy for each set of physical media or internet-based access to electronic media licensed to you of all improvements and enhancements to the Software (including corrected documentation) that we make generally available to other subscribers of the Maintenance Plan (excluding, however, programs which we make generally available as a separate product). Distribution of this media can be accomplished by making the media available via file transfer over the internet, or by other means at Scribe Software's sole discretion.

We will notify you of these enhanced releases of the Software promptly after their general release. You may be required to license new versions of operating system programs or additional third-party programs or to upgrade the computer or peripherals on or with which the Software is used, in order to utilize improvements or enhancements.

2) We will provide one (1) copy for each set of media licensed to you of any updates necessary to cause the Software programs to be compatible with new versions of the operating system programs for which the original Software was licensed, if we make such updates generally available to other subscribers to the Maintenance Plan for the Software. Distribution of this media can be accomplished by making the media available via file transfer over the internet, or by other means at Scribe Software's sole discretion.

3) If you notify us in writing of a failure of the Software programs to perform in accordance with the related documentation in any material respect or of any error or defect in design or coding that significantly affects Software program performance and if we are able to reproduce the non-conformity, error or defect, we will do the following: (i) use reasonable efforts to correct the non-conformity, error or defect and provide you with access to the corrected Software files for each set of media licensed to you promptly after completion, or (ii) if we are unable to provide necessary corrections, provide workarounds for the error or defect and provide an estimate of the time at which we will be able to provide corrections. However, with respect to errors and defects that we determine are caused by third party components of the Software, our obligations are limited to using reasonable efforts to procure corrective code or workarounds from the third-party licensor and, upon receipt, promptly providing a copy of such corrections to you. Non-conformities, defects and errors resulting from the following are excluded from the scope of our obligations: (i) your misuse or neglect, (ii) your failure to install

or use the Software in accordance with the related documentation or the Scribe Software Corporation License Agreement, (iii) alteration or modification of the Software (excluding, however, modifications described in the related documentation), or (iv) use with or on computers, peripherals, or operating system programs not supported by us.

THE FOREGOING ARE OUR SOLE OBLIGATIONS IN THE EVENT OF AN ERROR OR DEFECT IN THE SOFTWARE OR A FAILURE OF THE SOFTWARE TO PERFORM IN ACCORDANCE WITH THE RELATED DOCUMENTATION. WITHOUT LIMITING THE FOREGOING, SCRIBE SOFTWARE CORPORATE DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES HEREUNDER WILL BE ERROR FREE.

Other Provisions

For perpetual licenses, the Scribe Maintenance Plan is provided on an annual basis, with a term that expires one year from the plan start date. The Scribe Maintenance Plan start date is defined as the date of the related invoice from Scribe Software.

For term licenses, the Scribe Maintenance Plan start date is defined as the date upon which the user registers the software and continues for the duration of the term license.

During the Maintenance Plan term, Scribe will make available to you any and all updates as deemed applicable by Scribe Software to your purchased license or licenses. After the Maintenance Plan term has expired, updates available during that term will no longer be available without a renewal plan in place.

All Intellectual Property and "Software" (as defined by the End User License Agreement for the applicable products) distributed from Scribe to Maintenance Plan participants will be covered by the End User License Agreement of the applicable products that are modified by the updates unless explicitly noted in writing by Scribe Software.

The Scribe Maintenance Plan is provided on an annual basis. We will provide you with an invoice for renewal sixty (60) days prior to the expiration of your Maintenance Plan. Payment of the renewal invoice is required prior to the expiration date to ensure continuation of enrollment. If your Maintenance Plan lapses and you elect to re-subscribe to the Maintenance Plan, you will be required to pay, upon resumption of service, any lapsed Maintenance as well as a re-enrollment charge of fifteen percent (15%) of the current list price of the product.

Software maintenance as described herein is available only for the most current version of Software generally available from us. We will, however, for a period of twelve (12) months after the date of first general release of a new version, provide maintenance, as described herein, for the immediately preceding version of Software.

SCRIBE SOFTWARE CORPORATION LICENSE AGREEMENT

Scribe Insight

INSTALLING THIS SOFTWARE ONTO A COMPUTER INDICATES YOUR ACCEPTANCE OF THE FOLLOWING TERMS. PLEASE READ THEM CAREFULLY.

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and SCRIBE SOFTWARE CORPORATION ("Scribe"), a Delaware corporation with its mailing address at 1750 Elm Street STE 200, Manchester, NH 03104 USA for the Scribe software product identified above, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software").

I. COPYRIGHT INFORMATION:

- a) U.S. copyright laws and international copyright treaties protect this software program, and any documentation. By using this software, you acknowledge that you have read, understood, and agree to be bound by all the provisions of this license. If any of the terms or conditions of this license are not acceptable to you, do not use the software.
- b) The Software is licensed, not sold, to you by SCRIBE for use only under the terms of this License, and SCRIBE reserves any rights not expressly granted to you. You own the media on which the Software is recorded or fixed, but SCRIBE and its licensors retain ownership of the Software itself.

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- a) You have the non-exclusive right to install, use, access, and display a copy of the Insight Server component of the Software on a single computer. You may install, use, access, and display the Workbench and Console, components of the Software on an unlimited number of computers, provided they are used solely in conjunction with the Insight Server component installed on a single computer or virtual image. You may not electronically transfer the program from one computer to another over a network. You may not distribute copies of the program or documentation to others. You may not modify or translate the program or related documentation without the prior written consent of SCRIBE.
- b) You may make one (1) copy of the program solely for back-up purposes. You may not use, copy, modify, or transfer the program or documentation, or any copy except as expressly provided in this agreement.
- c) You may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompleted or unassembled code.
- d) You may not sell, convey, perform data migration or data integration work as a billable service, or otherwise transfer the Software to any third party unless appropriated as such by SCRIBE under resale license agreement with you. You may not assign this license to a third party, except (i.) in the case of a merger or a transfer of all or substantially all of the your assets, provided the assignee agrees in writing to be bound by all the terms and conditions of this Agreement, or (ii.) as collateral security for indebtedness or obligations of you to a third party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- e) In the event that SCRIBE supplies updates, corrections, modifications, new versions or new releases of the Software (collectively known as "Updates"), such Updates shall be part of the Software and the provisions of this License shall apply to such Updates and to the Software as modified thereby.

f) You may license the Software on a term or perpetual basis. If you license the Software on a term basis, your license to the Software will terminate at the end of the specified time period. If you license the Software on a perpetual basis, your license will continue in perpetuity unless you terminate it by destroying the program and documentation and all copies thereof. Regardless of whether you license the Software on a perpetual or term basis, this license will terminate if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy all copies of the program and documentation.

g) Software identified as "Not for Resale" or "NFR" may not be resold, transferred, used in a production environment or used for any purpose other than demonstration, test, and evaluation.

h) Software identified as "Evaluation" or "Eval" is licensed to you solely for evaluation purposes for a period of 30 days. Upon the expiration of this 30 day period, your license to use the Software will immediately cease and you agree to promptly uninstall all Software provided to you. In the event you agree to purchase a license to the Software, you are permitted to save any DTS files created during the evaluation period. The Software may also include other restrictions limiting its capability to evaluation purposes only.

i) Software identified as "Test or Non-Production" may not be used in a production environment or used for any purpose other than testing or development.

j) To use Software identified as an "Upgrade", you must first be licensed for the product identified by Scribe as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

III. LIMITED WARRANTY:

For a period of thirty (30) days from the initial delivery of the Software:

a) SCRIBE warrants that the media that the software is recorded on and the Documentation provided with it will be free from defects in materials and workmanship under normal use.

b) Documentation that was defective in materials or workmanship at the time of delivery will be replaced in entirety without additional charge on an exchange basis. You must return the complete software package to SCRIBE during the warranty period to receive the replacement product.

c) If the software itself does not perform in substantial accordance with the specifications set forth in the Documentation provided by SCRIBE or if there is an error in the Documentation, SCRIBE will either replace or correct the defective software or Documentation without additional charge. This will be done by providing you with corrective code, a corrected copy of the software, or corrected Documentation on an exchange basis. If using reasonable efforts, Scribe cannot provide a correction or replacement, Scribe will refund the entire license fee to you.

IV. EXCLUSION OF OTHER WARRANTIES:

a) SCRIBE does not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error free. The warranty does not cover any media or Documentation which has been subjected to damage or abuse by you. The software warranty does not cover any copy of the software which has been altered or changed in any way by you or others. SCRIBE is not responsible for problems caused by changes in the operating characteristics of the computer hardware or operating system which are made after the delivery of the software or for problems in the transmission quality of telecommunications systems.

b) EXCEPT FOR THE INDEMNIFICATION PROVISIONS IN SECTION V (b), NEITHER SCRIBE NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PROGRAM SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ARISING OUT OF THE USE, THE RESULTS OF USE, OR INABILITY TO USE SUCH PRODUCT EVEN IF SCRIBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

V. INTELLECTUAL PROPERTY RIGHTS

(a) Scribe warrants that it owns all right, title, and interest in and to the Software and owns all of the intellectual property rights related thereto (except for those portions of the Software which are licensed by Scribe from third parties, which Scribe warrants have been properly licensed and that such licenses are in effect), and that it has the right to grant the rights and licenses granted herein, including the right to grant licenses to any third party software contained in the Software.

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