SAP BUSINESS ONE SOFTWARE LICENSE AGREEMENT
("Agreement")

This Agreement is made effective as of the ___ day of _____, 20__, by and between SAP America, Inc., a Delaware corporation, with offices at 3999 West Chester Pike, Newtown Square, PA 19073 ("SAP",), and _____, a _____ corporation, with offices at _____ ("Licensee").

1. <u>DEFINITIONS</u>.

1.1 "<u>Business Partner</u>" means an entity that requires access to the Software in connection with the operation of Licensee's business, such as customers, distributors and suppliers.

1.2 "<u>Documentation</u>" means SAP's documentation which is delivered to Licensee under this Agreement.

1.3 "<u>Integration Add-On</u>" means (i) software code developed or created using the SAP Tools that is (a) not a Modification and (b) for the sole purpose of integrating separate, stand alone applications or interfaces with the Software through the Software API's. For the purposes of clarification, any and all API's to the Software or contained in the SAP Tools are part of the Software or SAP Tools, as the case may be, and are not considered part of an Integration Add-On.

1.4 "<u>Maintenance</u>" means SAP's or SAP Reseller's obligations to provide software updates and services under a Maintenance Agreement (or, in the case of SAP, a rider to this Agreement) separately agreed in writing between Licensee and SAP or such SAP Reseller.

1.5 "<u>Modification</u>" means a change to the Software that changes the delivered source code.

1.6 "<u>Named Users</u>" means any combination of users listed by permitted functionality and any other SAP-required information and licensed by SAP to Licensee under this Agreement pursuant to the order for the Software placed by Licensee or on its behalf by an SAP Reseller.

1.7 "<u>Proprietary Information</u>" means: (i) with respect to SAP and SAP AG (the licensor of the SAP Proprietary Information to SAP), the Software and Documentation, SAP Tools, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software, including their structure, sequence and organization and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee or their licensors excluding any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.8. "<u>SAP Tools</u>" means the Software development kit and other tools for the Software developed and distributed by SAP and/or its licensors and separately licensed in writing to Licensee or an SAP Reseller.

1.9 "<u>SAP Reseller</u>" means an independent entity authorized by SAP to market, promote and distribute the Software and/or to provide services related to the Software.

1.10 "<u>Software</u>" means (i) the SAP Business One software product, developed by or for SAP and/or SAP AG and delivered to Licensee hereunder pursuant to the order for the Software (including without limitation present and future orders) placed by Licensee or on its behalf by an SAP Reseller; (ii) any new releases thereof made generally available pursuant to Maintenance; and (iii) any complete or partial copies of any of the foregoing.

1.10 "<u>Subsidiary</u>" means a corporation or other legal entity in the Territory of which Licensee owns more than fifty percent of the voting securities. This entity will be considered a Subsidiary for only such time as such equity interest is maintained.

1.11 "<u>Territory</u>" means the United States of America.

1.12 "<u>Use</u>" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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(a) SAP grants, a non-exclusive, perpetual (unless terminated in accordance with Section 5 herein) license to Use the Software, Documentation, other SAP Proprietary Information, at specified site(s) within the Territory to run Licensee's or Licensee's Subsidiaries' internal business operations and to provide internal training and testing for such internal business operations. Each user accessing the Software must be a Named User and must limit access to those functions for which SAP has granted the specific user license pursuant to the official order form for the Software. This license does not permit Licensee to use the SAP Proprietary Information to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training). Business Partners may have screen access to the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of its business operations.

(b) Any individuals that Use the Software, including employees or agents of Subsidiaries and Business Partners, must be licensed as Named Users. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

2.2   Subsidiary Use. Subsidiaries may Use the Software provided that: (i) Licensee has registered each such Subsidiary with SAP as a Subsidiary in accordance with SAP's process for such registration prior to Use by such Subsidiary; and (ii) a breach of any terms hereunder or the terms of the registration by Subsidiary shall be considered a breach by Licensee hereunder; and (iii) the Software shall not be installed at a Subsidiary site.

2.3   Third Party Database.

        (a) The Software licensed hereunder requires a third party database product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. Third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Agreement does not contain a license to use the integrated third party database product unless licensed as specified in the authorized order form submitted by Licensee to SAP or an SAP Reseller.   Licensee has no right to use and is not licensed to use the copy of the third party database until Licensee has executed the Agreement, and has executed a third party database license agreement for the third party database.

        (b) If licensed through SAP or its authorized distributor, the third party database is licensed solely as a runtime version limited to Use by Licensee solely in support of Licensee's Use of the Software hereunder. Licensee may Use the SAP development workbench solely to customize the database scheme. In the event Licensee uses the licensed third party database other than as specified above, a full license, including programming tools provided through such third-party supplier must be licensed directly from a third party database supplier.

2.4.   Verification. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures) the usage of the SAP Proprietary Information. In the event an audit reveals that Licensee underpaid License and/or Maintenance Fees to SAP or the SAP Reseller, Licensee shall pay such underpaid fees based on SAP's list of prices and conditions in effect at the time of the audit.

3.   DELIVERY. So long as Licensee makes payment in accordance with Section 4, the licensed Software in machine-readable format, and the Documentation, shall be delivered as specified in the authorized order form submitted by Licensee to SAP or the SAP Reseller ("Delivery"). SAP reserves the right to deliver the Software electronically or through access via electronic means. Licensee shall be responsible for installation of the Software.

4.   SAP RESELLER RELATIONSHIP/PRICE AND PAYMENT.

4.1. Licensee acknowledges and agrees that the SAP Reseller through which Licensee has arranged for the procurement of this Agreement or from which Licensee receives any services related to the Software is not the agent of SAP. The SAP Reseller is an independent company, person, or entity with no authority to bind SAP or to make representations or warranties on behalf of SAP. SAP makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section 7. In addition, Licensee expressly acknowledges and agrees that SAP is entitled to rely on written information from SAP Reseller in making any determinations as to termination of this Agreement relative to Section 5.1(iv), and SAP shall have no liability to Licensee for any actions thereunder based on SAP's reasonable belief in the accuracy or reliability of such information.

4.2   The parties acknowledge and agree that Licensee will transact for the Software from an SAP Reseller and, upon full payment of the license, taxes, maintenance and other fees to such SAP Reseller, will owe no fees directly to SAP under this Agreement.

5.   TERM.
5.1.   Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all license, maintenance and other fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; (iv) thirty (30) days after SAP gives Licensee notice of Licensee's breach of any obligations under separate agreement to SAP Reseller, including non-payment of any fees thereunder .

5.2   End of Terms Duties. Upon any termination hereunder, Licensee and its Subsidiaries shall immediately cease Use of all SAP Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees to certify in writing to SAP that it and each of its Subsidiaries has performed the foregoing. Sections 3, 4, 5.2, 6, 7.2, 8, 9, 11.4, 11.5 and 11.6 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

6.   PROPRIETARY RIGHTS.
6.1   Protection of Proprietary Information Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Except for the rights set forth below, Licensee is not permitted to make derivative works of the Software and ownership of any unauthorized derivative works shall vest in SAP. SAP and Licensee agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither party shall, without the other party's prior written consent, disclose, any of the Proprietary Information of the other party to any person, except to its bona fide individuals whose access is necessary to enable such party to exercise its rights hereunder. Each party agrees that prior to disclosing any Proprietary Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 6 with respect to the Proprietary Information.

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6.3   Integration Add-Ons.

(a)   Subject to the restrictions set forth in this Agreement and any separate agreement with respect to the SAP Tools, Licensee or an authorized SAP Reseller acting on Licensee's behalf may make Integration Add-Ons to the Software solely using the SAP Tools provided Licensee or such SAP Reseller have licensed the SAP Tools under separate agreement with SAP. All Integration Add-Ons and all rights associated therewith shall be the exclusive property of Licensee or the SAP Reseller as agreed between Licensee and such SAP Reseller. Licensee's Use of the Integration Add-On(s) shall be solely in support of Licensee's Use of the Software under Section 2.1(a), and if Licensee confers rights in such Integration Add-On(s) to the SAP Reseller developing or creating such Integration Add-On(s) on behalf of Licensee, SAP Reseller's rights in and to such Integration Add-On(s) shall be subject to the operative agreements between SAP and such SAP Reseller. Licensee shall not market, distribute, license, sell, sublicense, assign or otherwise transfer any Integration Add-On(s) to any third party or other entity (except as stated above) without the express written permission of SAP.

(b)   The rights of Licensee or such SAP Reseller to such Integration Add-Ons are subject to the following: under no circumstances shall Licensee or SAP Reseller acting on behalf of such Licensee (i) change the source code to the Software by way of or through any Integration Add-On, or otherwise introduce functionality replacing the functionality of the Software; or (ii) use or access the Software in order to develop any application or interface functionality that accesses the Software functionality or database used with the Software in any other manner other than in the manner provided by the SAP Tools; or (iii) allow the total number of users accessing, directly or indirectly, the Software, and/or any database used with the Software, to be greater than the total number of users licensed for use of the Software; (iv) allow users other than Named Users licensed by Licensee to access the Software; or (v) use the SAP Tools for any purposes other than integration of an Integration Add-On with the Software.

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7.2   Express Disclaimer. SAP AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

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8.   INDEMNIFICATION.
8.1   Indemnification of Licensee. SAP shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Licensee in the Territory by third parties alleging that Licensee's Use of the Software and Documentation infringes or misappropriates any United States patent of which SAP is aware; a copyright; or trade secret rights, provided that: such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, or unlicensed activities and so long as Licensee promptly notifies SAP in writing of any such claim and SAP is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP may settle any claim on a basis requiring SAP to substitute for the Software and Documentation alternative substantially equivalent non-infringing programs and supporting documentation.   Licensee shall not undertake any action in response to any infringement or alleged infringement of the Software and Documentation.

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9.   LIMITATIONS OF LIABILITY.
9.1   Licensee's Remedies. Licensee's sole and exclusive remedies for any damages or loss in any way connected with the Software or Services furnished by SAP and its licensors, whether due to SAP's negligence or breach of any other duty, shall be, at SAP's option: (i) to bring the performance of the Software into substantial compliance with the functional specifications; (ii) re-performance of Services; or (iii) return of an appropriate portion of any payment made by Licensee to its SAP Reseller with respect to the applicable portion of the Software or Services.

9.2   Not Responsible. SAP will not be responsible under this Agreement: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Licensee, a Modification, third-party software, or third party database. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

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9.4   Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10.   ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.   SAP may assign this Agreement to SAP AG or any other entity within the SAP group of companies.

11.   GENERAL PROVISIONS.

11.1   Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.2   No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.3   Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement. Any signature(s) on a copy of this Agreement sent by facsimile shall be fully binding upon the party(ies) so executing such copy without need for further ratification.

11.4   Export Control Notice. The Software, Documentation and Proprietary Information are being released or transferred to Licensee in the United States and are therefore subject to the U.S. export control laws. Licensee acknowledges its obligation to ensure that its exports from the United States are in compliance with the U.S. export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Proprietary Information by its Subsidiaries outside of the United States. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP.

11.5   Confidential Terms and Conditions. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third-party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or as part of SAP's marketing efforts.

11.6   Governing Law. This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

11.7   Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

11.8   Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.9   Entire Agreement. This Agreement and each Schedule and Appendix hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement and each Appendix hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement to become effective as of the date first above written.

SAP America, Inc.
(SAP)   _____
                                                               (Licensee)

By: _____   By: _____

Title: _____   Title: _____

Date: _____   Date: _____