

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made as of the __ day of _____, 200_, by and between **Housatonic Software, Inc.**, a Massachusetts corporation (the "Licensor"), and _____, **Inc.**, a _____ corporation (the "Licensee").

RECITALS:

A. Licensor has the right to license a certain software program entitled *Housatonic Project Viewer Version 7* (the "Viewer") designed for use in viewing Microsoft Project Files (".MPP") via a generic browser.

B. Licensee desires to obtain, and Licensor desires to grant, a license for use of the Viewer, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. **A.** Subject to all of the terms and conditions hereof, Licensor hereby **GRANTS** to Licensee a non-transferable License to use the System, in object code, at Licensee's business, for five years (the "Term"), terminable as specified herein and subject to the Master License remaining in force, which Licensee hereby accepts (the "License"). Licensor may assign its rights under this Agreement, and delegate its duties hereunder, to any of its affiliates.

B. Licensee acknowledges that it has no right to modify the System without Licensor's prior written consent. If Licensor consents to any changes to the System, Licensee hereby grants back to Licensor all right, title and interest that Licensee might acquire in any innovation or improvements to the System, and acknowledges that copyright will remain solely vested in Licensor.

2. Location of Software. The System, as further developed, modified, changed, enhanced, upgraded, revised, or added to, shall be used by Licensee only on equipment approved by Licensor at Licensee's premises.

3. Application and Use. The System shall be used only for the conduct and operation of Licensee's own business, for the benefit of Licensee and its customers. Licensee shall under no circumstances assign or attempt to sublicense the License to any other person, and any attempt to do so would constitute a material breach of this Agreement. Minimum browser requirements for the user are Internet Explorer 6.1 or Netscape 7.1.

4. Copies. No copying of the System is permitted unless Licensee demonstrates that it is necessary for Licensee's own business use, which shall be determined by Licensor in its reasonable discretion; provided, however, that (i) security precautions are taken by Licensee to prevent the unauthorized copying or disclosure of the Viewer or any part thereof, (ii) that at all times Licensor's ownership of the Viewer is disclosed by prominent display of Licensor's trade secret and copyright notices, and (iii) Licensee complies with the provisions of Section 7.

5. Consideration. Licensee shall permit Licensor to test the System free of any charge. The royalties for this License are set forth in Schedule "A" hereto.

6. Software Rights. Licensor represents that it has the power to grant the License for use of the Viewer, and that it does not know of any infringement of any Intellectual Property, nor of any claim that Licensor has infringed, or is infringing, upon any Intellectual Property that belongs to any other person.

7. Non-Disclosure, Confidentiality. **A.** The System, and any future permitted modifications, changes, enhancements, upgrades, revisions, or additions made to the System, whether made or installed Licensor, Licensee, or a third party, are and shall be the sole and exclusive property of Licensor, including all applicable Intellectual Property rights inherent therein and appurtenant thereto. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available to others any source code or object code, documentation, or other material relating to the Viewer. Licensee shall assist Licensor in identifying and preventing any use or disclosure of the source code or object code of the Viewer, or of any portion thereof, or any of the algorithms or logic contained therein. Without limitation of the foregoing, Licensee shall notify Licensor immediately if Licensee learns or has reason to believe that any person has violated, or intends to violate, the terms of this Agreement, or, if not bound thereby, intends to infringe upon or dilute Licensor's Intellectual Property in any way whatsoever; and Licensee will cooperate with Licensor in seeking injunctive or other equitable relief in the name of Licensee or of Licensor against any such person.

B. Licensee hereby acknowledges that the System contains proprietary Intellectual Property of Licensor, and agrees to maintain the confidentiality of the Viewer in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Licensee's own most secret and valuable information. Licensee hereby acknowledges that the disclosure by Licensee or any of its employees or agents of any aspect or portion of the Viewer, or any of the confidential information referred to herein or any other information which ought to remain confidential, would give rise to irreparable injury to Licensor, which is inadequately compensable in damages. Accordingly, in order to prevent any disclosure or dilution of Licensor's Intellectual Property, Licensor may seek or obtain emergency injunctive relief.

C. All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of Licensor or of Licensee, shall survive the termination of this Agreement for any reason whatsoever.

8. Training and Installation. Licensor will provide, with the cooperation and support of Licensee, the training and technical support necessary to install the "beta" Viewer. Licensee, and Licensor recognize that training and installation must of necessity be a mutual and joint effort, and that such installation and training will require the support and cooperation of Licensee.

9. Warranty. Licensor warrants that the Viewer is operational and substantially free of material defects. Licensor disclaims any other warranties, including any warranties that might otherwise be implied at law, such as the implied warranties of merchantability or of fitness for a particular purpose. Licensor warrants that any future modifications, changes, enhancements, upgrades, revisions, or additions to the Viewer made by Licensor will conform to the written specifications provided by Licensee to Licensor, provided that, and only to the extent that, Licensee notifies Licensor in writing within 90 days after the installation date of any material nonconformity of the modification, change, enhancement, upgrade, revision, or addition to the Viewer, with the relevant written specifications. If any future modification, change, enhancement, upgrade, revision, or addition to the Viewer is found to be materially defective in the respect described by Licensee, and provided that notice with respect to the defect has been given as required above, then Licensor's sole obligation under this warranty is to remedy such defect within a reasonable time.

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY, AND IS THE ONLY WARRANTY MADE BY LICENSOR TO LICENSEE. LICENSOR DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, FOR ANY EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE-STATED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES THAT MIGHT

ARISE OUT OF, OR IN CONNECTION WITH, THE DEVELOPMENT, USE, OR PERFORMANCE OF THE VIEWER.

10. Indemnity. Subject to the limitations of Sections 6 and 9, if any customer or sublicensee of Licensee should suffer any loss or injury that is claimed to have been caused, or not prevented, by the Viewer, and brings any legal action against Licensor therefor, then Licensee shall defend Licensor, or, at Licensor's option, indemnify Licensor for any expenses incurred in defending, and shall hold Licensor harmless, against such suit or other legal proceeding. Further, Licensee shall not seek any indemnification from Licensor, whether by cross-claim, impleader, or any other joinder process, in any suit or legal proceeding in which Licensee is sued by one of its residents, nor by any other action subsequent to such a suit.

11. Termination. This Agreement shall terminate at the end of the Term, unless the Parties agree to extend this Agreement, or either party has previously terminated the Agreement for breach. Any termination of this Agreement shall automatically, and without any further action by Licensor, terminate and extinguish the License, whereupon, Licensor shall have the right to take immediate possession of the Viewer, and all copies thereof, wheresoever located, and all documentation thereto, without notice or demand. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Viewer and dispute resolution shall survive the termination of this Agreement.

12. Taxes. Licensee shall pay all taxes, whether national or local, howsoever designated, which are levied or imposed by reason of the transaction and future transactions contemplated hereby.

13. Notices. All notices, consents, demands, requests, approvals, waivers and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given three business days after having been mailed to such party by registered mail, return receipt requested, postage prepaid, or the lesser of two days or the actual date of receipt if sent by courier or overnight delivery service (e.g., FedEx, UPS), or by telecopier followed by delivery of the original by other means described herein, addressed as follows:

if to Licensor

Housatonic Software, Inc.
P.O. Box 131
Pittsfield MA 01201

if to Licensee

14. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, their respective heirs, personal representatives, administrators, successors and assigns.

15. Choice of Law. The validity, interpretation, and enforcement of this Agreement, and all other instruments and documents executed in connection with this transaction, shall be governed by the laws of the Commonwealth of Massachusetts, excluding those laws relating to the resolution of conflicts between laws of different jurisdictions.

16. Waiver of Defenses. Licensee hereby waives, in the case of any such action or proceeding brought in state or federal courts in the Commonwealth of Massachusetts, defenses based on venue, jurisdiction, or *forum non conveniens*. All parties waive any right to raise, as a defense or otherwise, conflict of laws issues to challenge the governing law identified in this Agreement.

17. Interpretation and Rules of Construction; Definitions. The section and subsection headings and captions contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context shall require, all words herein in the masculine gender shall be deemed to include the feminine or neuter genders, all singular words shall include the plural, and plural words shall include the singular. The parties acknowledge and agree that each party has reviewed this Agreement, and that any rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Agreement or any amendment, exhibit or schedule hereto. The use of the word "person" shall refer to all legal persons, whether natural or created by statute or other legal process including, but not limited to, any individual, corporation, partnership, association, joint-stock company, trust, *limitada*, limited liability company or partnership, unincorporated organization, or joint venture. The term "source code" means such written rendition of software programs readable and comprehensible by humans, and the term "object code" means such rendition and compilation of software programs primarily readable by machines. The term "Intellectual Property" shall include material protected by copyright, trademark, servicemark, trade secrets and know-how, and design and patent rights. Any term herein that appears to be used as a defined term, but whose definition is missing from this Agreement, shall be defined in accordance with the definitions in any of the related documents or schedules attached hereto.

18. Waiver. Either party may, at its discretion, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject, provided that neither failure nor delay on the part of a party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any singular or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Severability. If any provision of this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, then that determination will not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

20. Attorneys' Fees. If any legal proceeding is brought by a party to this Agreement to enforce its provisions, or to seek remedy for any breach hereof, then any prevailing party shall be entitled to receive its reasonable attorneys' fees and costs incurred in connection with that legal proceeding (including any appellate proceedings) from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

Licensor
Housatonic Software, Inc.

Licensee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____