

IMPERO END USER LICENSE AGREEMENT

This EULA governs your and any of your Users use of the Software. Your use of the Software constitutes your acceptance of this EULA, and you are responsible for your Users use of the Software. Your use of the Software may otherwise be specified in an order document detailing the fees and support or other terms associated with the Software (an "Order"). Collectively the Order and this Impero End User License Agreement are referred to as the "EULA."

This EULA is between Impero US, Inc. ("Impero") and customer identified on the Order ("You" or "Customer") and governs your use, access, and distribution of the Software products provided to you by Impero, including any documentation or related written materials associated with the same (collectively the "Software") as well as any other services or activities described in the Order.

1. LICENSE. During the term of this EULA, and subject to your compliance with all terms of this EULA and your payment of all fees provided for in the Order, Impero grants to you a limited, non-exclusive, non-transferrable license to use the Software, in executable form only, for your internal operations and benefit of your students and staff (such other parties your "Users"). Upon termination of this license you shall promptly remove and uninstall all instances of the Software.

2. RESALE. You may only resell this software if you are not an educational institution, unless otherwise provided in the Order. If you are permitted to resell the Software, you must ensure that anyone to whom you provide the Software also agrees to this EULA. If you have purchased the Software other than from Impero, your fees, described in Section 6, shall be due to the reseller of the Software in accordance with the terms of your agreement with such third party.

3. RESTRICTIONS.

3.1. Compliance. You are responsible for compliance with any and all laws applicable to your use of the Software and the suitability of the Software for your implementation and use. You agree that you will only use the Software in compliance with the laws applicable to your use of the Software and acknowledge that Impero makes no representation or warranty whatsoever regarding the compatibility of the Software with any given legal or regulatory requirement or privacy law.

3.2. Documentation. You may only use the Software in accordance with any and all documentation or other written materials provided to you describing the use of the Software (the "Documentation"). You agree, except as otherwise permitted herein to keep the Software and Documentation confidential, and you shall not attempt to reverse engineer or permit your Users to reverse engineer the Software.

4. SUPPORT. Impero will provide general assistance, troubleshooting, and related support services to you during the term of this EULA, subject to any additional specifications in your Order ("Support"). Support is available via phone during the timeframe specified in your Order. Impero may from time to time release patches, updates, bug fixes, and other enhancements to the Software ("Patches"), this EULA shall govern all Patches and they shall be considered Software for purposes of the EULA.

5. DISCLAIMERS. Impero makes no commitment to provide any services other than those described in this EULA, and any additional services are provided on an AS IS basis. Impero is not responsible to you or any third party for unauthorized access to your data in connection with your use of the Software. Impero and its affiliates, subsidiaries, vendors, suppliers, officers, and employees (collectively Impero's "Representatives") disclaim any and all warranties not expressly stated in the EULA to the maximum extent permitted by law including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. You are solely responsible for maintaining a backup copy of any data you store with or use in conjunction with the Software, and must maintain a suitable backup for use in the event of loss.

6. FEES. Unless otherwise specified in the Order, all fees are due within 30 days of invoice date. You shall be responsible for the payment of all sales, use, and similar taxes relating to your use of the Software.

7. TERM AND TERMINATION. This EULA shall continue until terminated in accordance with its terms or the termination of the Order. Either party may terminate the Order and this EULA for cause on written notice if the other party materially breaches the EULA (including a failure by you to pay fees when due) and does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach. Upon termination by Impero, all fees provided for in the Order shall immediately become due and payable.

8. LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL IMPERO OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND. IN NO EVENT SHALL IMPERO BE LIABLE TO ANY PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, DATA, REVENUE, BUSINESS OPPORTUNITIES, CUSTOMERS, CONTRACTS, GOODWILL, OR REPUTATION. IN NO EVENT WILL IMPERO'S ACTUAL LIABILITY EXCEED THE AMOUNT OF FEES RECEIVED AS PART OF THE ORDER.

9. INDEMNIFICATION. YOU HEREBY INDEMNIFY AND HOLD HARMLESS IMPERO AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS), LOSSES, LIABILITIES, PENALTIES, FINES, SETTLEMENTS OR DAMAGES ARISING OUT OF: (I) YOUR ACTUAL OR ALLEGED BREACH OF YOUR OBLIGATIONS CONTAINED WITHIN THIS EULA OR (II) YOUR BREACH OF YOUR AGREEMENTS WITH, OR LEGAL OBLIGATIONS TO, ANY OF YOUR USERS OR ANY PARTY TO WHOM YOU RESELL OR OTHERWISE PROVIDE THE SOFTWARE. YOUR OBLIGATIONS UNDER THIS SECTION INCLUDE CLAIMS ARISING OUT OF THE ACTS OR OMISSIONS OF YOUR USERS, EVEN YOU DID NOT AUTHORIZE SUCH ACTS OR OMISSIONS.

10. GOVERNING LAW. The EULA is governed by the laws of the State of Texas, exclusive of any choice of law principles. Exclusive venue for all disputes arising out of the EULA shall be in the state or federal courts in Travis County, Texas, and you agree not to bring any action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. No claim may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under the EULA more than two years after the time that the claim accrued. The EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

11. MISCELLANEOUS.

11.1. Entire Agreement. The EULA constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral. This EULA may only be varied by a written agreement by both parties that expressly refers to this EULA. The following provisions shall survive expiration or termination of this EULA: Liability, Indemnification, Governing Law, Miscellaneous, all terms of the EULA requiring you to pay any fees, and any other provisions that by their nature are intended to survive expiration or termination of the EULA.

11.2. Notices. You agree to promptly provide written notice by certified mail return receipt requested to Impero at Software, Oak House, Mere Way, Nottingham, England NG11 6JS, of any suspected breach by Impero of this EULA, including the specifics of any claim of breach or for damages and to provide Impero with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Impero for damages, you must give notice to Impero of any claim for damages within 6 months of the date the claim arises. No claim of breach of this EULA shall be made by Customer unless and until all uncontested amounts owed by Customer have been paid to Impero.

11.3. Enforceability. If any part of the EULA is found unenforceable, the rest of the EULA will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the EULA. Other than Representatives, there are no third-party beneficiaries to the EULA.