This Synergy DevPartner Agreement ("Agreement"), as amended from time to time, is a legal agreement between you ("Company") and Synergex International, a California corporation ("Synergex") that enrolls Company in the Synergy DevPartner Program ("Program"). This Agreement supersedes any previous Synergy DevPartner Agreements established between the parties, and all addendums or other documents that reference any previous Synergy DevPartner Agreements established between the parties are now considered part of this Agreement, and their terms are hereby incorporated herein and governed by this Agreement.

By accepting this Agreement, Company agrees to abide by the terms and conditions below and to ensure that these terms and conditions are not violated by any person or entity ("Person") under Company's control or in Company's service.

1. **Definitions**.

    1.1. "Agreement" means collectively, this Synergy DevPartner Agreement, and any schedule, exhibit, addenda, or other document that references this Agreement.

    1.2. "Development Purposes" means developing or maintaining software, as well as conducting demonstrations and training sessions, providing support, and testing software (including stress tests).

    1.3. "Documentation" means all product manuals, installation instructions, user guides, and all other materials published or otherwise made available by Synergex to Company that describe the functional capabilities of the Products.

    1.4. "Intellectual Property" means any intellectual property or proprietary rights, including but not limited to copyright rights, moral rights, Trademarks, patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, recognized in any country or jurisdiction in the world.

    1.5. "Production Environment" means a computer system or set of systems that is used to operate a company's business. Any system with live, actual business data (rather than test data) is part of a production environment.

    1.6. "Products" means the Synergex Synergy/DE computer software and Documentation made available to Company pursuant to this Agreement, and all patches, modifications, additions, updates and upgrades thereto.

    1.7. "Subscribed Developers" means the employees or other authorized persons who develop or maintain Company's Synergy Applications and who Company registers for the Program.

    1.8. "Synergy Application" means a software application developed by or on behalf of Company that includes Synergy DBL (or DIBOL) code or that includes, incorporates, or is derived from any other Synergex Product.

    1.9. "Trademarks" means trademarks, service marks, trade names, logos, labels, taglines and designs, whether or not registered.

2. **Subscribing to the Program**.

    2.1. Registration of Developers. On or before the Effective Date (defined in Section 3 below), Company shall provide Synergex with the names of each of Company's Subscribed Developers. All employees or other authorized persons who develop or maintain Company's Synergy Applications, even if infrequently, must subscribe to the Program. This includes without limitation anyone who edits Synergy DBL (or DIBOL) code, whether in a Synergy/DE development environment or another editor.

    2.2. Changes to Company's Subscription. During the subscription term, Company may make the following changes described in this Section 2.2. Company must promptly notify Synergex in writing of any such changes at the time they are made.

2.2.1. <u>Add Developers</u>. Fees for Developers who are subscribed during a subscription term will be prorated and billed for the remainder of the term.

2.2.2. <u>Replace One Developer with Another</u>. There is no fee to replace a Subscribed Developer.

2.2.3. <u>Remove Developers</u>. If Company removes a developer from its DevPartner subscription and does not intend to replace them, and Company notifies Synergex of such reduction not less than 60 days prior to the end of the subscription term, Synergex will adjust the subscription fees accordingly for the renewal term when the subscription renews.

2.2.3.1. If Company removes a developer from its DevPartner subscription, the developer will no longer develop or maintain Company's Synergy Applications, even if infrequently, on the developer's system(s) or on any other system. If the removed developer continues to be employed by Company, and if the removed developer uses the Products, the removed developer will only use the Products to *execute* Company's Synergy Applications, and the removed developer will use the Products for non-development activities, such as conducting demonstrations or training sessions, providing support, or testing.

2.2.3.2. The removed developers will no longer be entitled to the DevPartner benefits for Subscribed Developers as described herein.

2.2.3.3. If the Products reside on any systems where they will no longer be used for any purpose, Company will remove the Products from those systems. At Synergex's request, Company will promptly (but not later than five days after such request) provide a screenshot of the Synergy/DE license information on Company's system(s), or other validation information as specified by Synergex, to confirm that the licenses for the Products have been removed.

3. **Term & Termination.** This Agreement will become effective ("Effective Date") when Company accepts the terms and conditions of the Agreement, either by signing a hard or electronic copy of the Agreement, or if the terms of this Agreement are incorporated in an order schedule, then when Company signs the applicable order schedule. The initial term of this Agreement will begin on the Effective Date and continue in effect for the period including the month in which the Agreement commenced and the 12 consecutive months thereafter, and thereafter for successive one-year terms, unless terminated as provided herein.

   3.1. Company will renew Company's DevPartner program subscription each year for as long as Company is using a Synergy Application, or Company is supporting any customers that are using a Synergy Application.

4. **Fees.** Program fee rates are as set forth in the then-current Synergy DevPartner Guide, or as otherwise approved by Synergex in writing. Fees are based on the number of Subscribed Developers and, unless otherwise approved by Synergex in writing, are billed annually in advance of the subscription term.

5. **License Grant.**

   5.1. <u>Grant</u>. Subject to the terms and conditions of this Agreement, Synergex grants Company a non-exclusive, non-transferable, revocable license to use the Products and services described in Sections 6 and 7 in connection with the Program and in accordance with the terms and conditions of this Agreement.

   5.2. <u>Restrictions.</u> The Products made available to Company under the Program shall be used only for in-house Development Purposes and shall not be used in a Production Environment, even in-house. For Production Environments, separate deployment licenses are required. Though all employees may use the Products made available under the Program (provided current product licenses are in place), only Subscribed Developers designated by Company may use the Subscribed Developer benefits of the Program described in Sections 6.3 and 7 below.

   5.3. <u>Representation and Warranty</u>. Company represents, warrants and agrees that it will not use, or purport to grant any right to use, the Products or any portion thereof except as authorized herein or in the Product's Synergy/DE product license agreement. Company will not, and will not allow any Person to (a) copy or otherwise reproduce any Product in whole or in part; (b) reverse engineer, decompile, disassemble, or

otherwise attempt to derive the source code form or structure of any Product; (c) provide, sell, lease or otherwise transfer any Product, or any rights to use or access any Product, to any Person; (d) remove any proprietary notices or labels displayed on the Products; or (e) bundle the Products with or into any other offering or solution for sale, resale or lease to any Person, unless expressly authorized to do so in writing by Synergex.

6. **Products and Services Made Available Through the Program.**

   6.1. <u>Available Products</u>. The following Synergy/DE Products are available to Company on all platforms on which Synergy/DE is currently supported, as specified on the Synergex web site (www.synergex.com). These Products can be accessed under the Program by download from the Synergex web site. Synergex will provide product license keys, which will be reissued annually at the end of each subscription term. On Windows and Unix, the Products require Synergex's REV11 licensing.

      6.1.1. <u>Professional Series Development Environment (PSDE)</u>. Includes Synergy/DE's core development tools: Synergy DBL, UI Toolkit, Repository, ReportWriter, and the Synergy DBMS file system.

      6.1.2. <u>Synergy DBL Integration for Visual Studio (SDI)</u>. An extension for Microsoft Visual Studio® that enables Synergy developers to use the Visual Studio development environment to develop both traditional and .NET Synergy Applications.

      6.1.3. <u>Professional Series Workbench</u>. A visual development environment that includes the core development tools in PSDE, a Synergy DBL-sensitive code editor, and project management tools. Workbench runs on Windows and supports source files on Windows, Unix, and OpenVMS.

      6.1.4. *xf*<u>Server</u>. A data server that provides remote access to Synergy DBMS databases for Synergy Applications.

      6.1.5. *xf*<u>ServerPlus</u>. An application server that provides remote access to Synergy logic and data from any of the xfNetLink clients: Synergy, Java™, .NET.

      6.1.6. *xf*<u>ODBC</u>. A set of components that provides access to Synergy DBMS databases from third-party ODBC-enabled applications.

      6.1.7. <u>SQL Connection</u>. An application programming interface ("API") that enables Synergy Applications to use SQL-based functions to access and manipulate data from third-party database systems such as Oracle®, MySQL™, and SQL Server®.

      6.1.8. <u>Licensing Toolkit</u>. An API that enables developers to build license protection into their Synergy and *xf*ServerPlus applications and control the number of concurrent users, which components can run, and how long the application can run.

      In addition to the Synergy/DE products described above, Synergex also offers the following open-source products:

      6.1.9. <u>Harmony Core</u>. A framework that enables developers to build RESTful web services with APIs that expose Synergy data and logic to other applications.

      6.1.10. <u>CodeGen</u>. A tool that generates code for Synergy DBL and other languages from information stored in a Synergy repository.

   6.2. <u>Company-Wide Benefits</u>. The benefits described in this Section 6.2 will be made available to all employees and other authorized persons of Company.

      6.2.1. <u>In-House Use of Products.</u> Employees and other authorized persons can use the Products to *execute* Company's Synergy Applications for purposes such as conducting demonstrations and training sessions, providing support, and testing software (including stress tests). Products may be installed on virtual machines and on employees' or other authorized persons' home machines. Additional license fees may apply to large test systems.

6.2.2. <u>Product Updates and Upgrades</u>. Company is entitled to all Product updates and upgrades that Synergex makes available to its customers.

6.2.3. <u>Access to most features of the Synergex Resource Center</u>.

6.2.3.1. Answers and Ideas forums, for posting questions to the Synergy community and submitting ideas for improving Synergy products and services.

6.2.3.2. KnowledgeBase, an expanding database of answers and information on a wide range of topics important to Synergy developers.

6.2.3.3. CodeExchange, an online location where developers can share code with each other.

6.2.3.4. Trackers, a database of Synergy/DE product bugs and enhancement requests.

6.2.3.5. Licenses, for viewing your product licenses and generating product keys 24 hours a day. Also for viewing and updating device licenses.

6.2.3.6. Product downloads, for downloading the Products from the Synergex web site.

6.2.3.7. Product order form, for submitting Synergy/DE product orders to our Customer Service team.

6.2.4. <u>Discounts on Professional Services</u>. Company will receive discounted rates for Synergex Professional Services engagements when services are bundled with the Synergy DevPartner Program subscription. Details are provided in the *Synergex Professional Services Guide*.

6.3. <u>Additional Benefits for Subscribed Developers</u>. Synergex will make the following benefits available to each Subscribed Developer.

6.3.1. <u>Use of the Products to Develop or Maintain Synergy Applications</u>. Subscribed Developers may use the Products to develop or maintain Company's Synergy Applications on all platforms. The Products may also be installed on virtual machines and on Subscribed Developers' home machines.

6.3.2. <u>Developer Support</u>. Access to Developer Support engineers and the Cases feature in the Synergex Resource Center, as further described in Section 7 below.

6.3.3. <u>Conference Attendance</u>. Attendance at the Synergy DevPartner Conference (if one occurs during the subscription term).

6.3.4. <u>Professional Services Consultations.</u> One consultation of up to two hours via phone or video with a Synergex consultant. Companies with more than one subscribed developer may combine their consultant hours. For more information about Professional Services, see the *Synergex Professional Services Guide*. Terms and conditions in the Synergex Professional Services Group Consulting Agreement will apply.

6.3.5. <u>Beta Software.</u> Access to beta versions of new Synergy/DE software and the opportunity to provide input toward the released product.

7. **Developer Support.**

7.1. <u>Standard Support Services</u>. The standard Synergy DevPartner subscription includes Synergy/DE Developer Support for all Subscribed Developers. Developer Support provides access to technical professionals to help Company resolve problems and answer questions that Company encounters while using Synergy/DE Products. Developer Support covers an unlimited number of incidents for all products and platforms, and includes the following:

7.1.1. <u>Access to Developer Support Engineers</u>. Synergex's Developer Support engineers have extensive experience with all Synergy/DE Products and can help Company with any problem or question encountered while using the Products.

       7.1.1.1. <u>E-Mail and Phone Access</u>. E-mail and phone access (including voice and video calling) is available during Synergex's regular business hours. A toll-free number is available in the U.S. and Canada.

       7.1.1.2. <u>Remote Troubleshooting</u>. Developer Support engineers can access Company's system remotely to help track down issues.

       7.1.1.3. <u>Support Cases Online</u>. Company can submit cases to Developer Support Engineers from the Synergex Resource Center and also review status of Company's cases.

7.2. <u>Premier Support Services</u>. Premier support services are available and can be added to the Program subscription for an additional fee. Premier Support includes the following services:

    7.2.1. <u>Dedicated Support Engineer</u>. Company will be assigned a dedicated support engineer ("DSE") who will coordinate Synergex's delivery of support services to Company and assist Company in maximizing support resources. The DSE will monitor all of Company's support cases, regularly update Company on their status, and schedule meetings between Company personnel and Synergex staff members as needed to review the status of support issues and discuss other topics related to Company's use of Synergy/DE. In addition, the DSE will notify Company of hotfixes, software updates, and new resources—such as code samples, product videos, and articles—that might be of interest to Company.

    7.2.2. <u>On-Site Visit</u>. At Company's request, the DSE or another Support representative will visit Company's site one day each year to meet with Company's team and review the Developer Support services available to Company. This visit will give Company the opportunity to educate Synergex on Company's application and development environment. The DSE can also review how Company provides support to Company's customers and offer suggestions. All travel costs associated with this visit are covered under Premier Support. At Company's request, the DSE can conduct this annual review remotely.

    7.2.3. <u>Priority Escalation of Support Issues for Faster Resolution</u>. Company's DSE will manage the escalation of Company's support issues to the Developer Support manager, the Professional Services Group, or the Development Department, depending on the requirements of the issue.

    7.2.4. <u>Synergy Summit Team Membership</u>. The Synergy Summit team is a select group of customers that meets periodically to provide input towards Synergy/DE product direction.

8. **Obligation to Ensure Accuracy of Subscribed Developers.** Company shall ensure at all times that only the persons registered as Subscribed Developers are using the Subscribed Developer benefits described in Sections 6.3 and 7, and shall promptly inform Synergex of any discrepancies. Upon request from Synergex, Company shall promptly provide to Synergex full, clear and accurate records of the actual persons using the Subscribed Developer benefits during the term of this Agreement, including without limitation the time periods during which they were doing so. If the number of persons developing or maintaining Company's Synergy Applications at any time was more than the number registered, Company shall promptly pay to Synergex the amounts that would have been paid to Synergex had such additional persons been identified as Subscribed Developers for such periods.

9. **Company's Traditional Deployment Licenses**. If Company uses any Synergy/DE *traditional* (non-subscription) licenses in a Production Environment, Company shall renew Annual License Maintenance (ALM) annually for each such license before the license's ALM expiration date. Most Synergex customers have *subscription* Synergy/DE deployment licenses, which renew annually and include product updates. Customers with *traditional* Synergy/DE deployment licenses must maintain ALM in order to receive product updates and thus maintain the quality and security of their Synergy Applications. Note that Company purchases deployment licenses separately from the Program. The licenses provided by the Program are for in-house Development Purposes, as described in Section 5.2.

10. **Audit**. Synergex shall have the right, on reasonable written notice of at least 10 days and during Company's regular business hours, but not more than once in each calendar quarter, to audit and inspect Company's books of account and records insofar as they relate to the use of the Products and the terms and conditions of the Program. Such audit and inspection shall be at Synergex's expense, unless such audit and inspection shows an underpayment of fees by Company to Synergex of 5% or more for any time period; in such case, Company will reimburse Synergex for the cost and expense of such audit and inspection.

11. **Proprietary Rights.**

    11.1. <u>Ownership; Non-Circumvention of Rights</u>. Company agrees Company has no rights with respect to the Products or Synergex's Intellectual Property other than those rights expressly granted by this Agreement. Synergex is and shall remain the exclusive owner of all right, title and interest in and to the Products and its Intellectual Property, any materials relating thereto, the methods and concepts utilized therein, and any modifications, enhancements, customizations, updates, revisions, improvements or derivative works thereof made, conceived, reduced to practice or learned or that are based on or derived from the Products or any Intellectual Property licensed hereunder. Company hereby represents and warrants that Company will not take any action that will circumvent or interfere with Synergex's ownership of, assert any claim or interest in, or lessen the worth of Synergex's Products or Intellectual Property.

    11.2. <u>Use of Trademarks</u>. Notwithstanding the provisions of Section 11.1, each party further agrees to permit the other party to use its Trademarks on the other party's web sites, marketing literature, and other materials where appropriate, in such form and manner as is reasonably acceptable to, and subject to approval of, the other party. Each party shall specifically state that the other party's Trademarks are the sole and exclusive property of the party owning the Trademark.

    11.3. <u>Feedback</u>. From time to time, Company may provide to Synergex comments, questions, ideas, or other information about the Products or services ("Feedback"). Company hereby grants to Synergex a non-exclusive, irrevocable, royalty-free license to use, reproduce, incorporate, disseminate, and otherwise exploit any Feedback related to its products or services (provided Synergex does not disclose any confidential information of Company). Company represents and warrants that Synergex's commercial use of Feedback will not violate the personal, proprietary or intellectual property rights of any third party.

12. **Protecting Company's Data**

    12.1. <u>Determining Whether Data is Restricted</u>. If Company believes it needs to provide data to Synergex, for example so Synergex can help troubleshoot support issues, it shall be Company's responsibility to notify Synergex if any part of the data is considered restricted or protected (collectively "Restricted") by any government regulations, such as, by way of example and not limitation, HIPAA (for healthcare data), FDIC (for banking data), and PCI DSS (for credit card data).

    12.2. <u>Verifying that Data Must Be Sent</u>. Before Company sends any data (Restricted or not), Company will first contact a Synergex Developer Support engineer to discuss alternate options and to determine whether the data should be modified before it is sent.

    12.3. <u>If Data Must Be Sent</u>. If Company and Synergex mutually agree that Company must send data, the following procedure will be used:

        12.3.1. If the data does not contain any Restricted information, Company will send it to Synergex via FTP or e-mail.

        12.3.2. If the data contains Restricted information that Company can remove, Company will remove the Restricted information ("cleanse" the data) and then send it to Synergex via FTP or e-mail.

        12.3.3. If the data contains Restricted information that Company cannot remove, Company will send the data to Synergex via courier service on encrypted standalone media. (Company will not use FTP or email to transfer Restricted data.)

12.3.4. Company will encrypt the data with a temporary encryption key and provide Synergex with that key.

12.3.5. If data needs to be sent to a third-party, for example to Microsoft, Company will send the data directly to the third-party.

12.4. While Restricted data is on-site at Synergex. Synergex will use the following procedures with any Restricted data that it receives from Company:

12.4.1. Synergex employees will load and use the Restricted data on a machine that is not part of the Synergex domain and that has no common passwords linked to Synergex common areas.

12.4.2. The media containing the Restricted data will be stored in a secure file cabinet.

12.4.3. Synergy/DE Developer Support will track and document all access to the data.

12.4.4. If Synergex uses the Restricted data improperly or discloses it in any way, Synergex will document the incident and notify Company of the improper use or disclosure.

12.4.5. Upon closure of the support case, the data will be removed from Synergex's system(s) and the media will be returned to Company via courier service.

13. **Termination.**

13.1. Termination. Either party may terminate this Agreement at the end of the then-current term by giving the other party notice of non-renewal at least 60 days prior to the end of the term. Either party may terminate this Agreement for cause upon 30 days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such notice period. This Agreement also may be terminated by either party immediately and without notice if the other party becomes insolvent, files a petition in bankruptcy or petition for other similar relief, or ceases to conduct business in the ordinary course, and such condition is not remedied within 30 days of its occurrence.

13.1.1. In the event that this Agreement is terminated by Company, Company will provide written confirmation to Synergex stating that Company is no longer developing, maintaining, supporting, or running any Synergy Application either for Company or for any of Company's customers or affiliates.

13.2. Effect of Termination; Survival of Obligations. Company's obligations under this Agreement shall survive any termination or expiration of the Agreement.

13.3. Effect of Termination: Suspension of Benefits. In the event that this Agreement is terminated by Synergex for cause, in addition to any of its other rights or remedies, Synergex reserves the right to withhold product configuration keys from Company, which may cause the Products to stop working. Synergex may also end Company's access to Developer Support, including the Resource Center, and other Program benefits.

13.4. Removal of Products. Upon termination of this Agreement, Company shall immediately cease use of the Products and remove from Company's systems all copies of the Products, and all derivative works, in its possession or control. This includes deleting all Products and derivative works from all hard drives, networks, and other storage media where they reside. Within 15 days after termination, Company shall provide to Synergex written certification, signed by an executive officer of Company, that all copies of the Products have been removed.

14. **Warranties; Remedies; Indemnification.**

14.1. Warranties; Remedies. Synergex warrants that the Products, when properly installed and used in accordance with Synergex's instructions, will conform in all material respects to the applicable Documentation, provided, that Company is not otherwise in breach of this Agreement. HOWEVER, SYNERGEX DOES NOT WARRANT THAT THE PRODUCTS, OR USE OF THE PRODUCTS, WILL BE ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF

THE PRODUCTS. THE PRODUCTS ARE PROVIDED "AS IS" AND SYNERGEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SYNERGEX'S ENTIRE RESPONSIBILITY SHALL BE, AT SYNERGEX'S OPTION, EITHER (a) to make available to Company all published patches, updates, and upgrades made by Synergex to the Products during the TERM OF THIS AGREEMENT; OR (b) to use reasonable efforts to respond to written notification of Errors received from Company. if Synergex is unable to make the Products operate as warranted, Company shall be entitled to terminate this Agreement.

14.2. <u>LIMITATION OF LIABILITY</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SYNERGEX AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SYNERGEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) FOR ANY MATTER BEYOND SYNERGEX'S CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY SUBSCRIBER TO SYNERGEX OR ITS SUPPLIERS FOR THE PRODUCTS UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR EVENT THAT GAVE RISE TO THE LIABILITY.

14.3. <u>Third-Party Providers</u>. Certain third-party providers, some of which may be referenced on Synergex's web sites or in Documentation, may offer products and services related to, or that work in conjunction with, Synergex Products. Synergex does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Synergex as "certified," "validated" or otherwise. Any exchange of data or other interaction between Company and a third-party provider, and any purchase by Company of any product or service offered by such third-party provider, is solely between Company and such third-party provider.

15. **General Provisions.**

15.1. <u>Notices</u>. All notices required or permitted hereunder shall be in writing addressed to Synergex at 2355 Gold Meadow Way, Gold River, California 95670, and to Company at the address Synergex has on file for Company, unless another address shall have been designated by written notice complying with this Section 15.1, and shall be delivered by hand or by registered or certified mail, postage prepaid, or by courier service or e-mail with confirmation of delivery.

15.2. <u>Governing Law; Venue</u>. The rights and obligations of the parties and the interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. The exclusive venue of any action shall be the state or federal courts located in Sacramento, California. Company consents to the personal jurisdiction of such courts.

15.3. <u>Attorneys' Fees</u>. If Synergex is required to engage in any suit or proceedings to enforce its rights under this Agreement, Synergex shall be entitled to recover from Company, in addition to any other sums due, the reasonable attorneys' fees, costs, and necessary disbursements involved in said suit or proceedings. In addition, Company shall pay Synergex its reasonable attorneys' fees and costs incurred in enforcing any judgment, order or decree issued by a court, arbitrator or other authority in such proceedings, or in collecting any monetary award made to Synergex in such proceedings.

15.4. <u>Assignment</u>. This Agreement may not be assigned or otherwise transferred by Company without the prior written consent of Synergex, which will not be unreasonably withheld. Company will be responsible for any reasonable transfer fees established by Synergex.

15.5. <u>Conduct.</u> At all times during the term of this Agreement, Company will act in accordance with all applicable federal, state and local laws and regulations.

2355 Gold Meadow Way
Gold River, CA 95670

15.6. <u>Entire Agreement</u>. This Agreement (including the other documents referenced and incorporated herein) constitutes the entire agreement of the parties.

15.7. <u>Waiver</u>. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.

Authorizations

_____   _____
Authorized signature of Company   Authorized signature of Synergex

_____   _____
Printed name of signer   Printed name of signer

_____   _____
Title   Title

_____   _____
Date   Date