PLATFORM COMPUTING
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is effective as of the day of , 200 , between:

Platform Computing, Inc. a corporation organized under the laws of the State of Delaware with offices at 101 Metro Drive, Suite 540, San Jose, CA. 95110, U.S.A ("Platform").

and

Insert Full Legal Name, a corporation organized under the laws of the State of Insert Jurisdiction of Incorporation with offices at Insert Address ("Licensee").

For good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

1.0 DEFINITIONS
"Available CPU’s" means the quantity of central processing units on which the Software is entitled to be run;
“Designated System” means for Platform Software using Macrovision FLEXlm™ license keys, Licensee’s license management server, as identified by its host name and host ID;
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5.0 SUPPORT SERVICES
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12.0 TERMINATION
Platform may terminate this Agreement if Licensee breaches any term or condition of this Agreement (including failure to make payment), and Licensee fails to cure such breach within seven (7) days after receipt of written notice of the breach from Platform. Without limiting the foregoing, if Licensee becomes insolvent or any proceedings have been commenced by or against Licensee under any bankruptcy, insolvency or similar laws, this Agreement will immediately terminate. Upon termination of this Agreement, Licensee will immediately destroy all copies of the Software and will certify in writing to Platform that all copies or partial copies of the Software have been destroyed. Platform will not be liable to Licensee for damages of any kind by reason of such termination.

13.0 GENERAL
(a) This Agreement, including any documents that have been incorporated herein by reference, represents the complete and exclusive agreement between the parties with respect to this subject matter and supersedes all prior agreements, negotiations and understandings.
(b) This Agreement can only be modified by written agreement signed by authorized representatives of each party.
(c) Licensee may not assign this Agreement or transfer the rights granted under it without the prior written consent of Platform, which consent may not be unreasonably withheld or delayed.
(d) Any notice given by one party to the other will be deemed to be given on: the date it is delivered personally; on the next business day, if sent by fax; or on the next business day following the day shown on the receipt, if sent by registered mail.
(e) No provision of this Agreement shall be construed against a party because it drafted that provision.
(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws thereof. Each of the parties hereto irrevocably; (a) submits to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City in connection with any claims or disputes arising under this Agreement and (b) waives its right to a trial by jury with respect to any disputes pertaining to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties also agree that their
respective rights and obligations hereunder shall be solely and exclusively as set forth herein and that Uniform Computer Information Transactions Act (UCITA), whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, shall not apply to this Agreement and is hereby disclaimed.

(g) In the event this Agreement conflicts with any terms and conditions affixed to any purchase order or otherwise specified by Licensee, Platform’s acceptance of Licensee’s order and delivery of the Software is solely on the express understanding and condition that this Agreement contains the only terms and conditions that will apply to such order and Platform hereby objects to and rejects any conflicting or additional terms and conditions.

(h) Platform may sub-contract with any affiliated company, however such sub-contract shall not relieve Platform from any liability for performance.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed, as of the date first written above, by their respective representatives duly authorized in that behalf.

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