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exclusive property of BlueFrog Technologies, Inc. whether or not specifically

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have licensed one (1) copy of Software for each "client" computer to which

the Software is distributed at one time. The Software requires a code validation.

3. CONFIDENTIALITY. For purposes of this Agreement, "Confidential Information"

means any data or information obtained from one party hereunder and provided to the

other party, that is valuable to its owner and not generally known by the public,

including without limitation, any data or information defined herein as a Trade Secret,

but which is determined by a court of competent jurisdiction not to rise to the level

of a trade secret under applicable law. "Proprietary Information" means collectively,

Confidential Information and Trade Secrets. "Software" means the BlueFrog

Technologies, Inc. computer program is object form. "Trade Secret" means

information without regard to form, which: (a) derives economic value, actual or

potential from not being generally known to, and not being readily ascertainable by

proper means by other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Owner" means the party disclosing Proprietary Information, whether such party is you or us, and "Recipient" is the party receiving Proprietary Information, whether such party is you or us.

BlueFrog Technologies, Inc. and Customer acknowledge and agree that during the term of this Agreement each party will have access to and disclose to the other Proprietary Information. Customer acknowledges that the object code of the Software contains Trade Secret of BlueFrog Technologies, Inc. and source code of the Software is a Trade Secret of BlueFrog Technologies, Inc. Each party acknowledges that the loss of competitive advantage due to unauthorized disclosure or unauthorized use of Owner's Proprietary Information will cause great injury and harm to the Owner. Recipient covenants and agrees that is shall not, without the prior written consent of Owner, or as set forth herein, directly or indirectly, (i) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit or transfer to others Owner's Proprietary Information, or any portions thereof, by any means or in any form, (ii) make use of the Proprietary Information other than as expressly permitted under this Agreement, or (iii) disclose, in whole or in part, any of Owner's Proprietary Information to any individual, entity or other person, except to those of Recipients employees or representatives who (a) require access for Recipient's authorized use of Owner's Proprietary Information, and (b) agree to comply with the use and non-disclosure restrictions stated in this Agreement. Licensee may not use trade secret information contained in the Software to develop computer programs that interface or interact with the Software. Upon request, Recipient shall cause its

employees and representatives to execute appropriate confidentiality agreements. If an unauthorized use or disclosure occurs, Recipient will immediately notify Owner and assist Owner in recovering Owner's Proprietary Information and prevent its subsequent unauthorized use or dissemination. The restrictions set forth herein shall continue (i) with respect to the Trade Secrets for as long as such information continues to be a Trade Secret under applicable law, and (ii) with respect to Confidential Information, for a period of five (5) years from the date of expiration or termination of this Agreement.

4. CUSTOMER RESONSIBILITIES. You agree to: (a) upon the execution of this Agreement designate in writing two (2) individuals as the representatives of Customer (the "Customer Representatives"), who shall be authorized to make decisions, approve plans and grant requests on your behalf in connection with the installation of the Software, and (b) fully cooperate with us by, among other things, making available as reasonably required by us, management decisions and personnel in order that our work contemplated hereby may be properly accomplished during the term hereof. You hereby authorized us to rely on all communications from and decisions of the Customer Representatives. To facilitate information exchange between you and us, you hereby authorized us to establish a broadband or dial up telephonic link between our offices in Olney, MD and your equipment (and any other computer system of Customer on which the Software is installed), for the purpose of providing support and establishing your compliance with the terms of the License. Except as otherwise expressly provided, you shall be responsible for the provision of all goods and services required to install and operate the Software.

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CLAIM AND EVEN IF BLUEFROG TECHNOLOGIES, INC. HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY SET

FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE,

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FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE

ACTION, WILL BE LIMITED TO THE AMOUNT OF MONEY PAID TO

BLUEFROG TECHNOLOGIES, INC. FOR THE PURCHASE OF THE LICENSE OF

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any part thereof. Licensee may not assign or transfer its rights and obligations under

this Agreement without registration with BlueFrog Technologies, Inc. and, unless the

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transfer shall be null and void.

10. GOVERNING LAW. The validity and performance of this Agreement shall be

governed by Maryland law (without reference to choice of law principles), except as

to copyright and trademark matters, which are covered by federal laws. This

Agreement is deemed entered into Olney, Maryland, and shall be construed as to its

fair meaning and not strictly for or against either party.

11. NO WAIVER. Any failure by either party to detect, protest, or remedy and breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other party.

12. SEVERABILITY. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of the provision and all remaining provisions of this Agreement will continue in full force and effect.

13. HEADINGS. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

14. EXPORT RESTRICTIONS. Licensee acknowledges and agrees that the Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). Licensee agrees and certifies that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. Licensee agrees and certifies that Licensee is not a citizen or permanent resident of Cuba, Iran, North Korea, Libya, Sudan or Syria.

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Sections 252.227-7014 (a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48

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