SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is effective as of April 1, 2006 ("Effective Date"), and is made by and between Iowa Interactive, LLC, a limited liability company organized under the laws of Iowa, ("Licensor") and the State of Iowa ("State"), acting by and through the Department of Administrative Services, Information Technology Enterprise (the "Department") (the State and the Department shall be referred to individually and collectively as "Licensee").

SECTION 1. DEFINITIONS

In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Authorized Contractors" mean independent contractors, consultants or other Third Parties who are retained or hired by Licensee or a Governmental Entity to maintain, modify, repair, support, host, test or enhance the Software or to otherwise assist Licensee and Governmental Entities with their use of the Software.

"Confidential Information" means, subject to any applicable state and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "disclosing party") to the other party (a "receiving party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; or (vi) is disclosed by the receiving party with the written consent of the disclosing party.

"Deficiency means a failure of the Software to conform to or meet an applicable Specification, a material defect with respect to the Software, or a disruption of service not caused by the State or a Force Majeure event.

"Documentation" means all technical information, commentary, design and system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, and all other information, documentation and materials related to or used in conjunction with the Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"Enhancements" mean all updates, upgrades, patches, additions, modifications, improvements or other enhancements to the Software, any new releases of Software, and all Documentation and Source Code related to the foregoing, which is provided or made available by or on behalf of Licensor under this Agreement or the Services Contract.

"Governmental Entity" or **"Governmental Entities"** mean any governmental entity as defined in Iowa Code Section 8A.101(4) or any successor provision to that section. For clarification, the term Governmental Entity shall also be deemed to include agencies, independent agencies, departments, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, offices of elective constitutional or statutory officers, and other units or entities of government.

"Licensor Affiliates" mean any entity controlled by, under common control with, or controlling the Licensor. "Control" (including the terms "controlled by" and "under common control with") includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

"Network" means the State of Iowa electronic gateway network known as IowAccess, as described in the Services Contract, as it exists on the date of this License or as same may be reconstructed or redesignated at any time and from time to time by the Licensee.

"Network Content" means the information generated by or furnished to Licensee or any Governmental Entity to populate or appear on Web pages or online functions of the Network. Network Content shall include, for example, static information (i.e., mostly "read only," not changed very often) describing a Governmental Entity and its functions, and dynamic information (e.g., information involving user input or information subject to change from time to time). Network Content shall also include all content, copy, artwork, designs, images, graphics (including all intellectual property rights therein and related thereto) produced and furnished by or on behalf of Licensor to the State and specified as a deliverable under this Agreement or under the Services Contract, but shall not include the Software, Documentation, or the Licensor's Marks, (and shall not include any intellectual property rights therein and related thereto, and any designs, graphics, modifications, enhancements or any other works of authorship embodied in the Software).

"Permitted Uses" mean the functions or services of Licensee or Governmental Entities provided or made available through the Network, including, access to information, records, services (including Value-added Services as defined in the NSA) and Network Content of Licensee or Governmental Entities, and access to or completion of transactions, such as license applications and renewals, with Licensee or Governmental Entities by Users of the Network.

"Public Code" means one or more of the following: (1) any software that contains or is derived in any manner (in whole or in part) from open source software or software subject to similar licensing or distribution requirements; and (2) any software that requires as a condition of its use, modification or distribution that such software (or other software incorporated into, derived from or distributed with such software) be either (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

"Services Contract" means the IowAccess Network Services Agreement by and between the Department and Licensor dated April 1, 2006.

"Software" means the software, programs, applications, modules and components listed or described in Exhibit A (as amended by the parties from time to time). The term "Software" shall include all Source Code, object code, run-time compiled code (i.e. HTML or PHP), Documentation and Enhancements for or related to the Software unless otherwise expressly provided.

"Source Code" means the human-readable source code, source program, scripts and/or programming language, including XML, XHTML, Visual Basic, and JAVA, for or related to the Software.. Source Code includes all source code listings, instructions (including compile instructions), programmer's notes, commentary and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, modifying or enhancing the Software and the Source Code and that has been developed by or on behalf of Licensor or Licensor Affiliates.

"Specifications" mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Software stated or expressed in this Agreement, the Services

Contract, Documentation, the Licensee's Request for Proposal No. BD20600S027 for ONGOING MARKETING AND SUPPORT OF "IOWACCESS" ("RFP"), and the Licensor's proposal dated November 14, 2005, in response to the RFP ("Proposal"). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

"Statement of Work" shall have the meaning ascribed to it in the Services Contract.

"Third Party" means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement, but excluding Governmental Entities.

"User" means any Third Party that is authorized or permitted by the Licensee or a Governmental Entity to access or use the Network.

"Warranty Period" shall have the meaning ascribed to it in the Services Contract.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Services Contract.

SECTION 2. SOFTWARE LICENSE

2.1 License. Licensor hereby grants to Licensee and to Governmental Entities a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to:

2.1.1 Use, install, host, access, execute, copy, modify, edit, format, translate, maintain, support, repair, enhance, test, demonstrate, display, and prepare derivative works based on, the Software, in all media now known or hereafter created;

2.1.2 Combine and use the Software with other software, firmware, Public Code and hardware;

2.1.3 Grant any or all of the rights set forth/granted in Subsections 2.1.1 and 2.1.2 above to Authorized Contractors who are retained on behalf of the Licensee or Governmental Entities; provided, however, that any Authorized Contractor to whom Licensee provides access to Licensor's Source Code will be required by Licensee to execute a confidentiality or nondisclosure agreement with Licensee containing restrictions against disclosure and other terms substantially similar to those contained in Section 9.2.2.

2.1.4 Grant rights to access and use the Software (excluding Source Code) and its functions to Users for purposes consistent with Permitted Uses.

All Software subject to this Agreement may be used on any one or more of the Licensee's or any Governmental Entity's computers, data center locations, networks, Internet or intranet sites, servers or other systems ("Licensee Systems"). For purposes of this Agreement, the parties agree that if the Licensee or any Governmental Entity makes any modifications or enhancements to the Software (including any modifications or enhancements made by an Authorized Contractor on behalf of the Licensee or any Governmental Entity), the Licensee or Governmental Entity who makes such modifications or enhancements owns such modifications or enhancements and all rights therein or related thereto.

The foregoing license grants and rights include a license under any current or future patents owned or licensable by Licensor to the extent necessary to exercise any license right granted herein.

2.2 **Delivery of Source Code.** Licensor shall furnish and deliver to Licensee a complete copy of all Source Code (on a media and in an electronic format reasonably acceptable to Licensee) and updated Documentation (including any written information necessary or useful for the maintenance, modification, compilation, and/or enhancement of the Software) for the most current version and the two immediately preceding versions of all Software licensed or provided to Licensee hereunder: (i) no later than sixty (60) days prior to the expiration of the Services Contract, or (ii) within ten (10) days after either party provides the other party with written notice of termination of the Services Contract. Licensee shall limit access to the Source Code to Licensee's employees, Governmental Entities and their employees, and Authorized Contractors and their employees who need to access, use or modify the Source Code for purposes consistent with this Agreement and for purposes of maintaining, modifying, repairing, supporting, editing, auditing, testing, hosting and/or enhancing the Software and assisting Licensee, Governmental Entities or Users with their use of the Software.

2.3 **Escrow of Source Code and Documentation.** During the period the Services Contract is in effect and until the Licensor delivers the Source Code and Documentation to Licensee pursuant to Section 2.2 of this Agreement, Licensor shall deposit and maintain at all times during the term of this Agreement a complete copy of the Source Code (on a media and in an electronic format reasonably acceptable to Licensee) and all related Documentation for the most current version and the two immediately preceding versions of the Software licensed or provided to Licensee hereunder (and under any agreement involving maintenance and/or support) in escrow with an escrow agent satisfactory to the Licensee. As Enhancements are produced or made available by Licensor (including pursuant to any agreement involving maintenance and/or support of the Software under the Services Contract or under any other agreement between the parties relating to the maintenance and support of the Software) and accepted by Licensee, Licensor shall immediately thereafter deposit a complete copy of the Source Code (on a media and in an electronic format reasonably acceptable to Licensee) and all updated Documentation in escrow with the escrow agent for Licensee's benefit. Licensee shall be entitled to receive all Source Code and Documentation in escrow from the escrow agent, after providing five (5) business days written notice to the escrow agent, upon the occurrence of any one or more of the following events: (i) Licensor violates or commits a material breach of any term or condition of this Agreement, the Services Contract, or any agreement relating to maintenance and support of the Software, and Licensor fails to cure such breach within the time period established for curing such breach, if any; (ii) one or more of any of the items or events specified in Section 10.1 of the Services Contract occurs; (iii) Licensor ceases, for any reason except in the event Licensor ceases to provide services solely in response to an uncured breach or default by Licensee under the Services Contract or any agreement relating to maintenance and support, to provide services to Licensee under this Agreement, the Services Contract or under any agreement relating to maintenance and support of the Software; (iv) Licensor terminates or suspends its business or ceases to do business; (v) Licensor becomes subject to any bankruptcy or insolvency proceeding under federal or state law which is not dismissed within 90 days; (vi) Licensor has become insolvent or unable to pay its obligations as they accrue or become due; (vii) Licensor makes an assignment for the benefit of Licensor's creditors; (viii) a receiver, trustee, liquidator, custodian or similar official has been appointed to act on behalf of the Licensor with respect to any of its operations or assets; (ix) Licensor merges, is sold or enters into an agreement to sell all or substantially all of its assets resulting in Licensor's failure to remain a party to, or otherwise retain all of its rights and obligations under, this Agreement, the Services Contract or any agreement relating to maintenance and support of the Software, and the survivor or acquirer does not assume all of Licensor's rights and obligations under such agreements, whether by operation of law, written agreement or otherwise; or (x) Licensor violates or commits a breach of any term or condition of the source code escrow agreement, which breach has not been cured by Licensor within any applicable time period stated therein for curing such breach. Licensor shall provide a copy of the source code escrow agreement to Licensee within fifteen (15) days after execution of this Agreement, the terms and conditions of which must be acceptable to Licensee. Licensor shall pay all costs and fees payable to the escrow agent under the source code escrow agreement and shall not change the escrow agent or terminate, amend or modify the source code escrow agreement during the term of the Services Contract, without Licensee's prior written consent.

2.4 **License Rights Applicable To Source Code.** In the event Licensee accesses or receives the Source Code in accordance with the terms of either Section 2.2 or 2.3, all of the rights and privileges granted under this Agreement

with respect to the Software shall apply to the Source Code, and Licensee, Governmental Entities and Authorized Contractors shall be entitled to exercise all of such rights and privileges with respect to the Source Code.

2.5 Reservation of Rights. All intellectual property rights contained in the Software, including all concepts, ideas, methods, methodologies, procedures, know-how, techniques, models, templates, user interfaces, screen designs, software, source and object code, utilities and routines contained therein, and all Documentation, except for Network Content, shall be the sole property of Licensor. Licensor reserves all rights therein not expressly licensed to Licensee under this Agreement or otherwise granted to Licensee hereunder or under the Services Contract. The license rights granted herein are subject to any restrictions and other terms contained in this Agreement. Any and all copies of the Software or Source Code made by the Licensee shall bear Licensor's notice of copyright, and any other restrictive legends contained in the Software and Source Code provided by Licensor. Except as set forth in Section 2.1.3 and 2.1.4, the Licensee shall have no rights to sublicense, sell or distribute copies of the Software or Source Code to any Third Parties other than to Users and/or Authorized Contractors, as provided in such sections. All Network Content and all property, data, information and materials furnished by or on behalf of Licensee or a Governmental Entity to Licensor to facilitate Licensor's performance under this Agreement or the Services Contract shall be and remain the sole property of the Licensee or such Governmental Entity.

SECTION 3. TERM

The term of this Agreement and the license granted hereunder shall be perpetual unless terminated by either party only in accordance with the express terms of this Agreement.

SECTION 4. DELIVERY AND RISK OF LOSS

Licensor shall deliver the Software to Licensee and install and configure the Software for use on the Licensee Systems specified by Licensee in accordance with the Services Contract and the Statement of Work. Licensor shall bear all freight, shipping, handling and insurance costs for delivery of the Software and shall bear all risk of loss with respect to the Software, including any losses resulting from any damage to or destruction of the Software, in whole or in part, which may occur prior to Licensee's delivery of written notice of Acceptance to Licensor with respect to the Software.

SECTION 5. LICENSEE NOT REQUIRED TO ACCEPT OR INSTALL ENHANCEMENTS

Licensor shall not condition any of the Licensee's rights and remedies, or the Licensor's obligations, under this Agreement or any other agreement related to the Software, on the Licensee accepting or installing any Enhancements or additional functionality provided by Licensor.

SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Licensor represents and warrants that during the Warranty Period, the Software (in whole and in part) shall: (i) be free from Deficiencies; (ii) conform to and operate in accordance with applicable Specifications; and (iii) be compatible with and interoperate fully and correctly with the Licensee Systems specified in Exhibit B. Licensor warrants that all media containing or relating to the Software furnished hereunder shall be free from defects in material and workmanship. During the Warranty Period, Licensor shall, at Licensee's request and at Licensor's sole expense, repair, correct or replace any Software that fails to comply with the warranties and requirements of this Section 6.1 promptly upon receiving notice of such failure from Licensee. In the event Licensor is unable to repair, correct or replace such Software to Licensee's satisfaction, Vendor shall refund the fees or other amounts paid for such Software within ten (10) business days after Licensee's request for such refund. The foregoing shall not constitute an exclusive remedy under this Agreement, and Licensee shall be entitled to pursue any other available contractual, legal or equitable remedies.

6.2 Licensor represents and warrants that Licensor is fully aware of Licensee's business requirements and intended uses for the Software as set forth in the Specifications, and the Software shall satisfy such requirements in all material respects and is fit for such intended uses.

6.3 Licensor represents and warrants that: (i) it is the owner or an authorized licensee of the Software, and any and all intellectual property rights in and to such Software, including, but not limited to, copyrights, trademarks, trade secrets, trade dress, and/or patent rights; (ii) it owns, possesses, holds, and has received all rights, permits, permissions, licenses and authority necessary to provide all Software to Licensee hereunder and to grant and convey the benefits, licenses and other rights granted or conveyed to Licensee and Governmental Entities hereunder without violating any rights of any Third Party; (iii) Licensor has not previously and will not grant any rights in the Software to any Third Party that are inconsistent with the rights granted herein; and (iv) Licensee and Governmental Entities shall peacefully and quietly have, hold, possess, use and enjoy all Software without judgment, disruption or interruption.

6.4 Licensor represents and warrants that: (i) the Software (and all intellectual property rights therein or related thereto); (ii) Licensee's (and any Governmental Entity's) use of the Software in accordance with the terms of this Agreement; and (iii) Licensee's (and any Governmental Entity's) exercise of the rights, licenses and benefits granted or conveyed hereunder, do not and will not misappropriate a trade secret or infringe upon any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Licensor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. Licensor shall immediately inform Licensee in writing upon becoming aware of any actual, potential or threatened claim of infringement or violation of any intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. If such a claim arises or is likely to arise, then Licensor shall, at the Licensee's request: (i) procure for the Licensee and Governmental Entities the right or license to continue to use the Software at issue; (ii) replace such Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation; or (iii) modify or replace the affected portion of the Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation. In the event Licensor is unable to fulfill its obligation under (i), (ii) or (iii) above as requested, Licensor shall accept the return of the Software and refund to the Licensee all fees, charges and any other amounts paid by the Licensee with respect to such Software. In addition, Licensor agrees to fully indemnify, defend, protect and hold harmless the Licensee, Governmental Entities and their officers, directors, employees, officials and agents from and against any such claims as provided in the Indemnification section of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Licensee (and Governmental Entities) and shall survive termination of this Agreement.

6.5 The Licensor represents and warrants that all Software provided under this Agreement which uses date data shall accurately process data, including but not limited to, calculating, comparing and sequencing from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, integral calculations, day-in-year calculations, day-of-week calculations and week-of-year calculations; and not experience abnormal ending and/or produce invalid or incorrect results in the operation of the Software. If the Software is to perform as a system with other hardware and/or software, then this warranty shall apply to the Software as it processes, transfers, sequences data, or otherwise interacts with other software, hardware, components or other parts of the system, provided that such other software, hardware, components or parts do not fail to meet any applicable requirements of this Section 6.5. The remedies available to the Licensee for breach of this warranty include, but are not limited to, repair or replacement of non-compliant Software. Nothing in this warranty shall be construed to limit any rights or remedies of the Licensee under this Agreement with respect to Deficiencies in the Software other than data processing compliance.

6.6 The Licensor represents and warrants that all Software and Enhancements do not and shall not as delivered or provided by Licensor contain an anti-use device, a disabling device, lockup program, a so-called "time bomb" or "drop dead" device, "back door," instructions, contaminants, viruses, Trojan Horses, worms, cancelbots, or any

other mechanism, code or computer programming routine that will disable, damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with the Software, Licensee Systems or any data or information of Licensee. Licensor further represents and warrants that all Software and Enhancements do not contain any other programming or device of any kind that would allow unauthorized access to the Software by Licensor or any other person or any Third Party. Licensor covenants that it will not under any circumstance, including enforcement of a valid contract right, (i) install or trigger a lockup program or disabling device, or (ii) take any similar step that would in any manner interfere with Licensee's authorized use of the Software or Licensee's use of Licensee Systems, or restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this provision, Licensor shall, immediately after receipt of notification of the breach, cure the breach to Licensee's satisfaction, including, without limitation, repairing, at Licensor's expense, any damage done to the Software or Licensee Systems or any other property.

6.7 Licensor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in connection with its performance of this Agreement.

6.8 Licensor represents and warrants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

6.9 Licensor represents and warrants that the Software and the license, functionality and other rights granted hereunder comply with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in effect as of the date of this Agreement, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

6.10 Public Code

6.10.1 Licensor has not incorporated and will not incorporate, without the prior written consent of Licensee, any Public Code, in whole or in part, into any part of the Software or any Enhancement, or use Public Code, in whole or in part, in the development of any part of the Software or any Enhancement in a manner that may subject the Software or any Enhancement, in whole or in part, to all or part of the license obligations of any Public Code.

6.10.2 Within 30 days of Licensor's execution of this Agreement, Licensor will provide to Licensee a process and methodology for conducting a thorough review of all of the Software and Enhancements, and all related Source Code, to determine whether any Public Code has been incorporated or written into the Software or Enhancements. Licensee will provide notice to Licensor of its acceptance or rejection of the process and methodology within 14 days after receipt of Licensor's proposed process and methodology. Upon receipt of Licensee's notice of acceptance, Licensor will conduct and complete such review within 120 days from the date of Licensee's notice of acceptance of the process and methodology for review. To the extent Licensor's review establishes that Public Code has been incorporated or written into the Software or Enhancements, Licensee may, in its sole discretion, request that Licensor develop and propose a detailed plan of remediation, including a deadline for implementing such plan, for review and approval by Licensee. To the extent Licensee requests and approves any such plan, Licensor shall remediate any affected Software and Enhancements in accordance with the plan and within the deadline approved by Licensee. Licensor represents, warrants, and covenants that any remediation plan proposed by Licensor will not in any manner adversely affect the functionality or Licensee's use of any of the Software or Enhancements for which remediation is proposed or implemented. This Section 6.10.2 shall not be construed as a waiver by Licensee of any of its rights to enforce Licensor's obligations under Section 6.10.1, and Licensee shall have no obligation to request or approve any plan of remediation proposed by Licensor.

6.11 Licensor represents, warrants and covenants that all Documentation will accurately reflect the operation of the Software or other Deliverable(s) to which the Documentation pertains and will enable the Licensee, assuming a reasonable level of competency, to use the Software fully and completely, and upon receipt of Source Code, to modify and maintain such Deliverables. Documentation provided for Third Party hardware and Third Party software shall be that limited to that which is available from the Third Party provider.

6.12 Licensor's warranties provided in this Section 6 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Licensee.

6.13 Notwithstanding anything to the contrary in this Section 6, in no event shall Licensor be liable under this Section 6 for any unauthorized modifications or enhancements made to the Software by Licensee, a Governmental Entity, or an Authorized Contractor. Licensee acknowledges that no warranty is provided with respect to any such modifications or enhancements to the Software and/or the Source Code made by Licensee, a Governmental Entity, a Third Party, or an Authorized Contractor.

SECTION 7 TERMINATION

7.1 Termination by Licensee for Cause. The Licensee may terminate this Agreement, without penalty: (i) upon written notice for the breach by Licensor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Licensee's notice of breach (in any event not less than ten (10) calendar days of the date of Licensee's notice of breach or any subsequent notice delivered by Licensee to Licensor), provided that cure is feasible; or (ii) for any reason specified in Section 10.1 of the Services Contract upon providing any applicable written notice and any opportunity to cure that may be required pursuant to that Section. The Licensee's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Licensee.

7.2 Termination by Licensee for Reasons Other Than Cause. Licensee may terminate this Agreement for any of the reasons for which the Department may terminate the Services Contract (including Sections 10.2 and 10.3, but excluding Section 10.1) upon providing any applicable written notice expressly required to be provided pursuant to the Services Contract. For purposes of this Section 7.2, all references in the Services Contract to the terms "State," "Agreement," and "Deliverables" shall be deemed to include and additionally refer to the terms "Licensee," "Agreement," and "Software," respectively, as used herein. Licensee's right to terminate this Agreement for any of the reasons provided herein shall survive termination of the Services Contract.

7.3 Termination by Licensor for Cause. Notwithstanding any other provision in this Agreement to the contrary, Licensor may only terminate this Agreement and revoke the license and other rights granted under this Agreement if Licensee commits a material breach of Section 2 or Section 9.2.2 of this Agreement and Licensee fails to cure such breach, provided that Licensor first gives Licensee written notice of the alleged breach and a 60-day period in which to cure the breach. Upon termination of this Agreement by Licensor in accordance with this Section 7.3, Licensee will return the Software to Licensor or will certify in writing to Licensor that it has destroyed all copies of the Software. Except as expressly provided in this Section 7.3 and notwithstanding any other provision of this Agreement, Licensor shall not be entitled to terminate this Agreement or revoke the license and other rights granted herein.

7.4 Limitation of the Licensee's Payment Obligations. The Licensee (and Governmental Entities) shall not be liable, under any circumstances and regardless of termination of this Agreement, for any of the following:

7.4.1 The payment of unemployment compensation to Licensor's employees;

7.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

7.4.3 Any costs incurred by Licensor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement and/or the Services Contract;

7.4.4 Any damages or claims for the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement, the Services Contract or any agreement with Third Parties;

7.4.5 Any taxes Licensor may owe in connection with the performance of this Agreement or the Services Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

SECTION 8 INDEMNIFICATION

8.1 Licensor and its successors and permitted assigns shall defend, indemnify and hold the Licensee, Governmental Entities and their employees, officers, directors, agents, and officials (individually and collectively "Indemnitees") harmless from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

8.1.1 Any violation or breach of any material term or condition of this Agreement by Licensor; or

8.1.2 Any acts or omissions of the Licensor related to the performance of this Agreement, including any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Licensor, its officers, directors, employees, agents, contractors or subcontractors; or

8.1.3 Failure by Licensor or its employees, agents, officers, or directors to comply with any applicable local, state, federal and international laws, rules, ordinances or regulations; or

8.1.4 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that the Software or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party, but excluding any claim based solely on any unauthorized modifications, enhancements, or changes made to the Software by the Licensee or its Authorized Contractors.

8.2 Licensor's duties as set forth in this Section 8 shall survive the termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by Licensee or any other Indemnitee.

8.3 Licensee shall reasonably cooperate with Licensor to facilitate the defense of any action defended by Licensor. Licensee reserves the right to participate in the defense of any action or claim for which indemnification is provided hereunder.

SECTION 9 CONTRACT ADMINISTRATION

9.1 Independent Contractor. The status of the Licensor shall be that of an independent contractor. Licensee shall not provide the Licensor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the Licensor nor its employees shall be considered employees of the State of Iowa. Neither the Licensor nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits, insurance coverage or the like. Neither the Licensor nor its employees shall be considered employees of the Licensee or the State of Iowa for federal or state tax purposes. Licensee shall not withhold taxes on behalf of the Licensor (unless required by law). The Licensor shall be responsible for payment of all taxes in connection with any income earned in connection with this Agreement.

9.2 Confidentiality.

9.2.1 Licensor and its employees, agents, contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed (exclusive of Licensor's Software and Documentation), owned or maintained by Licensee ("Licensee Property") to the extent necessary to perform its obligations under this Agreement and the Services Contract. Such Licensee Property shall at all times remain the property of Licensee. Licensor shall preserve the confidentiality of Licensee Property and shall maintain procedures for safeguarding such property. Licensor shall designate one individual who shall remain the responsible authority in charge of all Licensee Property received, collected, accessed, disseminated or otherwise used by Licensor in connection with the performance of this Agreement and the Services Contract. Licensor shall accept responsibility for providing adequate supervision and training to its employees, agents, contractors and subcontractors to ensure compliance with the terms of this Agreement. Licensor and its employees, agents, and contractors or subcontractors may be required by the Licensee to execute confidentiality or non-disclosure agreements to obtain access to certain Licensee Property. Licensor and its employees, agents, contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Licensee Property received, collected, maintained, or used in the course of performance of the Agreement or the Services Contract except as permitted by the Licensee to enable Licensor to perform its obligations under this Agreement and the Services Contract and except as required, authorized, or compelled by applicable laws, rules, regulations, judicial proceedings, subpoena, summons, order, ruling, or other legal or administrative processes, either during the term of this Agreement or thereafter. Licensor agrees to return any and all Licensee Property and all copies thereof received, collected, accessed, maintained, created, or used in the course or performance of the Agreement in whatever form it is maintained promptly at the request of Licensee. In the event that Licensor receives a request for access to any Licensee Property, Licensor shall immediately communicate such request to Licensee for consideration and handling. Licensor shall indemnify Licensee in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this Section, the Licensee may terminate this Agreement immediately without notice of default and opportunity to cure. Licensor acknowledges that the disclosure of any Confidential Information of the Licensee in violation of this Section 9.2.1 will immediately give rise to continuing irreparable injury to the Licensee or others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Licensee, the Licensee will be entitled to injunctive relief. Licensor's obligations and Licensee's remedies under this Section 9.2.1 shall survive termination of this Agreement.

9.2.2 Except as provided or contemplated herein, and subject to applicable federal, state or international laws, rules or regulations (including Iowa Code Chapter 22 and 11 Iowa Admin. Code 4) the Licensee shall not disclose to Third Parties (excluding Governmental Entities and Authorized Contractors) any information of Licensor that is marked or otherwise clearly identified by Licensor as Confidential Information without the prior written consent of Licensor. Licensor shall limit such identification to information it reasonably believes is entitled to confidential protection pursuant to such applicable laws, rules and regulations. Notwithstanding the foregoing, the Licensee may disclose Licensor's Confidential Information pursuant to: (i) any legal, judicial, or administrative proceedings, subpoena, summons, order, ruling or other legal or administrative processes; and/or (ii) applicable laws, rules, or regulations. In such event, the Licensee shall provide prompt notice to Licensor of the circumstances giving rise to the

Licensee's disclosure. Licensor acknowledges that the Licensee is subject to Iowa Code Chapter 22 and other laws, rules and regulations governing public records. If a request is made to view or otherwise access Licensor's Confidential Information pursuant to such laws, rules or regulations, the Licensee will promptly notify Licensor of the request. Subject to the foregoing, the Licensee will use reasonable efforts to protect Licensor's Confidential Information provided such information can reasonably be determined to constitute a confidential record under Iowa Code Section 22.7 or other applicable laws, rules or regulations. In the event the Licensee reasonably determines that such information is not a confidential record, the Licensee may release such information unless Licensor files an action in Polk County District Court to prevent the release of the requested information within ten (10) days of receiving notice from the Licensee. For purposes of this Section 9.2.2, the source code for the Software shall be considered Confidential Information of Licensor. Licensee acknowledges that the disclosure of any Confidential Information of the Licensor in violation of this Section 9.2.2 will immediately give rise to continuing irreparable injury to the Licensor or others that is inadequately compensable in damages at law. Accordingly and without prejudice to any other remedy available to Licensor, the Licensor will be entitled to seek injunctive relief. Licensee's obligations and Licensor's remedies under this Section 9.2.2 shall survive termination of this Agreement.

9.3 Compliance with Laws. Licensor and its employees, agents, officers, directors, contractors and subcontractors shall comply with all applicable federal, state, international and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating to the use of targeted small businesses as subcontractors or suppliers, and laws, rules and regulations relating to the privacy, confidential treatment, release, disclosure or other handling or transmission of driver's record abstracts, motor vehicle records, personal information and Confidential Information (including the Federal Driver's Privacy Protection Act, Iowa Code Section 321.11 and all administrative rules relating to the release of such records, information and Driver Privacy Protection, including 761 Iowa Admin. Code Chapters 610 and 611). Licensor shall comply with any applicable reporting and compliance standards of the Department of Management regarding equal employment. Licensor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 Iowa Admin. Code 4. Licensor represents and warrants that it has complied with all federal, state, foreign and local laws, codes, rules, ordinances, orders and regulations applicable to the performance of its obligations under this Agreement.

9.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

9.5 Third-Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, and Governmental Entities may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Licensee, Governmental Entities and the Licensor.

9.6 Choice of Law and Forum. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Licensor hereby irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based

on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise. Licensor irrevocably consents to service of process by certified or registered mail addressed to the Licensor's designated agent. The Licensor appoints CT Corporation System at 2222 Grand Avenue, Des Moines, IA 50312, as its agent to receive service of process. If for any reason the Licensor's agent for service is unable to act as such or the address of the agent changes, Licensor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Licensee. Nothing in this provision will alter the right of the Licensee to serve process in any other manner permitted by law. This Section 9.6 shall survive termination of this Agreement.

9.7 **Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Licensor, a merger, sale or consolidation of Licensor, or a sale of substantially all of Licensor's assets shall be considered an assignment. Licensor agrees that it shall provide Licensee with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Licensor and of any proposed merger, sale or consolidation of Licensor.

9.8 **Integration.** This Agreement represents the entire agreement between the parties concerning the grant of the perpetual license and other rights granted under this Agreement, and neither party is relying on any representation that may have been made with respect thereto which is not included in this Agreement. This Agreement shall not supercede the Services Contract. Licensee shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "sneakwrap" agreement, or any other similar agreement that may accompany or relate to the Software. Licensor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Licensee on the basis of draftsmanship or preparation hereof.

9.9 **Headings or Captions and Terms.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. A word importing the masculine, feminine or neuter gender includes members of the other gender.

9.10 **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

9.11 **Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect perpetually unless terminated pursuant to Section 7 of this Agreement. Each party's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 2.1-2.4, 6 (excluding Section 6.1), 7, 8, 9.2- 9.6, 9.8, 9.11-9.16, 9.18, 9.19, 9.22, 9.24-9.26, 9.29, and 9.33-9.34 shall survive termination of this Agreement.

9.12 **Use of Third Parties.** None of the services to be provided by Licensor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of Licensee. Licensee's consent

shall not be deemed in any way to provide for the incurrence of any additional obligation of Licensee, whether financial or otherwise. Any subcontract to which the Licensee has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary. Licensor is solely liable for any and all payments that may be due to the subcontractor pursuant to its subcontract agreement with Licensor. Licensor shall indemnify, defend and hold harmless the Licensee from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's breach of any subcontract into which it enters, including Licensor's failure to pay any and all amounts due by Licensor to any subcontractor. No subcontract or delegation of work shall relieve or discharge Licensor from any obligation, provision, or liability under this Agreement. Licensor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Licensor, would constitute a breach of this Agreement, shall be deemed a breach by Licensor and have the same legal effect.

9.13 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Licensee and the Licensor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

9.14 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Licensee:

DEPT OF ADMINISTRATIVE SERVICES
Attn: Director
Hoover Building, A Level
1305 E. Walnut
Des Moines, IA 50319

If to Licensor:

Iowa Interactive, LLC
Attn: President
500 East Court Ave.
Suite 310
Des Moines, IA 50309

Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier. From time to time, either party may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

9.15 Cumulative Rights. Except as provided in Section 7.3, the various rights, powers, options, elections and remedies of Licensee, Governmental Entities, and Licensor provided in this Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed Licensee, a Governmental Entity, or Licensor by law, and shall in no way affect or impair the right of Licensee, a Governmental Entity, or Licensor to pursue any other contractual, equitable or legal remedy to which they may be entitled. The election of any one or more remedies shall not constitute a waiver of the right to pursue any other available remedies.

9.16 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

9.17 Authorization. Licensor represents and warrants to Licensee that:

9.17.1 It has the right, power and authority to enter into and perform its obligations under this Agreement;

9.17.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself enforceable in accordance with its terms.

9.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives

9.19 Record Retention and Access. The Licensor shall maintain books, records, and documents which sufficiently and properly document all services and deliverables provided under this Agreement and calculate all charges billed to the Licensee throughout the term of this Agreement for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or completion of any required audit. The Licensor shall permit the Licensee, the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Licensor relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Licensor shall not impose or seek payment for any charge, fee or expense associated with any audit or examination of the Licensor's books and records conducted in accordance with this provision. The provisions of this section 9.19 shall be incorporated by Licensor in any permitted subcontract with a value or cost of $10,000 or more.

9.20 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9.21 Additional Provisions. The parties agree that if an Addendum, Schedule, Rider or Exhibit is attached and referred to in this Agreement then the same shall be deemed incorporated herein by reference.

9.22 Further Assurances and Corrective Instruments. Licensor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

9.23 Award of Related Agreements. The Licensee may undertake work or award supplemental or successor agreements for work related to the Network or with respect to the Software. Licensor shall cooperate (during the term of the Services Contract and any additional transition period after termination as provided for under the Services Contract) fully with other contractors, consultants and other persons who may be engaged by Licensee in connection with the Network or with respect to any of the Software. Licensor will require that its subcontractors, if any, abide by this provision.

9.24 Sovereign Immunity. The Department and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to

them under State and federal laws, rules and regulations, including, without limitation, Iowa Code Chapter 669 and the Constitution of the State of Iowa.

9.25 Care of Property. Licensor shall be responsible for the proper custody and care of any Licensee Property furnished for Licensor's use in connection with the performance of the Agreement, and Licensor will reimburse the Licensee for any loss or damage to such property caused by Licensor, or any person, agent or subcontractor employed or utilized by Licensor, normal wear and tear excepted.

9.26 Notification. Licensor shall notify Licensee in writing if any of the following has been engaged in by or occurred with respect to Licensor or any corporation, shareholder or entity having or owning a controlling interest in Licensor:

9.26.1 Licensor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

9.26.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

9.26.3 Making an assignment for the benefit of creditors; or

9.26.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Licensor's performance of its obligations under this Agreement;

9.26.5 An order is entered approving an involuntary petition to reorganize the business of Licensor for all or part of its property; or

9.26.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Licensor is issued by any court or administrative agency against all or any material portion of Licensor's property; or

9.26.7 Taking any action to authorize any of the foregoing.

9.27 Disclaimer. All statistical, fiscal and other information contained in the RFP and any appendices or attachments thereto reflects the information available to Licensee at the time the above-cited documents were prepared. Licensee does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

9.28 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, Licensee may obtain similar software and services from other providers.

9.29 Title to Property. Title to all property, including, without limitation, Licensee Property, furnished by or on behalf of Licensee or a Governmental Entity to Licensor to facilitate the performance of this Agreement shall remain the sole property of the Licensee or Governmental Entity furnishing it. All such property shall only be used

by Licensor for purposes of fulfilling its obligations under this Agreement and shall be returned upon the earliest of completion, termination, or cancellation of this Agreement or at Licensee's or a Governmental Entity's request.

9.30 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

9.31 Right of Inspection. Licensor shall allow Licensee, or anyone designated by the Licensee, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement, provided the Licensee provides Licensor at least ten (10) days prior notice of its intent to inspect and further provided that any anyone designated by Licensee to conduct the inspection shall be subject to the applicable provisions of Section 9.2.2.

9.32 Taxes. Licensor shall be responsible for paying any taxes incurred by Licensor in the performance of this Agreement. The State and the Department are exempt from the payment of Iowa sales and other taxes.

9.33 Obligations of Joint Entities. If Licensor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

9.34 Time is of the Essence. Time is of the essence with respect to Licensor's performance of its obligations under this Agreement. Licensor shall ensure that all personnel providing services to Licensee are responsive to Licensee's requirements and requests in all respects.

SECTION 10. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Licensor

Iowa Interactive, LLC

By: _____ Date: 12/10/07

Title: PRESIDENT

Licensee

State of Iowa, acting by and through the Iowa Department of Administrative Services

By: _____ Date: 12/11/07

Title: Director

EXHIBIT A

DESCRIPTION OF SOFTWARE SUBJECT TO THE SOFTWARE LICENSE AGREEMENT

EXHIBIT B

LICENSEE SYSTEMS ON WHICH THE SOFTWARE WILL BE INSTALLED