

LEASE AGREEMENT

LESSOR:

OLI SYSTEMS, INC.
2 Gatehall Drive, Suite 1D
Parsippany, NJ 07054

OLI Systems, Inc. (“**OLI**”) hereby agrees to grant and the LESSEE hereby agrees to accept, on the following terms and conditions, a nonexclusive and nontransferable lease and license to use the PROGRAMS listed under ATTACHMENT A (collectively referred to herein as “**The System**”).

1. USE OF THE SYSTEM

(a) Subject to the terms of this Lease Agreement (this “**Agreement**”), OLI hereby grants to the LESSEE, for a term specified under LEASE SPECIFICATIONS listed in ATTACHMENT A, an indivisible, non-transferable, revocable and non-exclusive right, privilege, lease and license to use The System (the “**Lease**”). The rights to use The System pursuant to the Lease are not exclusive to the LESSEE, and OLI reserves the unrestricted right to sell, lease, license, market and distribute The System to third parties anywhere in the world. Nothing in this Agreement shall be construed as limiting or restricting in any manner OLI’s right to modify The System or any component or element thereof, or to engage in marketing, distribution or sales activities with respect to The System.

(b) In addition to the granting of the Lease hereunder, the LESSEE may subscribe for an additional package of services to be provided and performed by OLI in connection with the LESSEE’s access to and use of The System, which services, if any, shall be set forth and described on ATTACHMENT B (the “**Services**”).

(c) The Lease is granted for the use of The System by the LESSEE and its Authorized Users only, in accordance with said LEASE SPECIFICATIONS and not by any customers of the LESSEE and is not transferable by LESSEE to any third party. The use of The System under the Lease shall extend solely to the employees of the LESSEE that are authorized by the LESSEE to access and use the System in accordance with the terms of this Agreement (“**Authorized Users**”). The maximum number of Authorized Users of the LESSEE shall be set forth under LEASE SPECIFICATIONS listed in ATTACHMENT A.

(d) The LESSEE shall be responsible for the compliance by all Authorized Users with the terms and conditions of this Agreement, and for all interaction with The System by Authorized Users. The LESSEE shall use best efforts to prevent unauthorized access to or use of The System, and shall notify OLI promptly of any such unauthorized access or use.

(e) The System shall only be installed, uploaded, used or otherwise accessed by the LESSEE and its Authorized Users on computer equipment either physically located at place of business of the LESSEE or otherwise remotely networked with the LESSEE’s computer systems. In the event that OLI provides Authorized Users with individual security keys linked to specific computers in order to access The System, no Authorized User may access The System via remote access to the keyed computer. The LESSEE shall be responsible for obtaining and maintaining for its Authorized Users any and all equipment, hardware, servers, Internet access, connection and ancillary services that are required to access and use The System.

(f) The LESSEE and its Authorized Users may use The System solely to simulate chemical processes of interest to the LESSEE for the LESSEE’s internal business purposes and to generate data thereby (collectively, the “**Intended Use**”). No right or license is granted to the LESSEE or any Authorized User to exploit, compile or use the results obtained from using The System or receiving the Services in any manner other than the Intended Use. For the avoidance of doubt, the Intended

DATE OF AGREEMENT:

LESSEE:

Use shall not include the use of The System by the LESSEE (i) to provide data generated by The System to third party clients of the LESSEE, or (ii) to utilize data generated by The System to produce recommendations or other proposals which are to be provided to third party clients of the LESSEE (even if the underlying data itself is not shared along with such recommendations) (each, an “**Expanded Use**”). In the event the LESSEE desires to obtain an Expanded Use of The System, the LESSEE covenants and agrees to enter into a new written agreement with OLI for such Expanded Use on such terms and conditions as shall be agreeable to OLI and the LESSEE.

(g) Without limiting the generality of Section 1(f), neither the LESSEE nor any Authorized User shall (i) generate results from the use of The System or receipt of the Services for any reason other than the LESSEE’s chemical simulations for internal business purposes or (ii) develop or provide, or attempt to develop or provide, alternative means or methods for obtaining data or results which would otherwise be generated by or obtained from use of The System or receipt of the Services (each, an “**Alternative Use**”). An Alternative Use shall include, without limitation, the utilization or combination by the LESSEE of any data or results obtained from The System or the Services in conjunction with any separate software, computer program or system, whether owned or operated by the LESSEE or any third party, in order to facilitate, improve, enhance or in any other way develop such other software, computer program or system, in lieu of or in circumvention of The System or the Services. In the event the LESSEE desires to create or implement an Alternative Use, the LESSEE covenants and agrees to enter into a new written agreement with OLI for such Alternative Use on such terms and conditions as shall be agreeable to OLI and the LESSEE.

2. TERM OF AGREEMENT

This Agreement is effective from the date hereof (shown above) and shall remain in effect in accordance with the period indicated under LEASE SPECIFICATIONS, and subject to any renewal terms set forth therein.

3. FEES AND PAYMENTS

(a) All pricing, fees and other payments to be made in consideration for the granting of the Lease and for the performance by OLI of its undertakings hereunder, including any Services (collectively, “**Fees**”), are as specified under LEASE SPECIFICATIONS listed in ATTACHMENT A, and the LESSEE hereby agrees to pay to OLI all such amounts.

(b) The LESSEE is responsible for paying applicable Fees for all Authorized Users for which it is subscribed, whether or not accounts for such Authorized Users are actively used. All Fees and other payment obligations are non-cancelable and Fees paid to OLI are non-refundable except as may be expressly set forth in the LEASE SPECIFICATIONS.

(c) OLI charges and collects Fees in advance for the use of The System. OLI shall invoice the LESSEE as specified in the LEASE SPECIFICATIONS, and all remittances of Fees shall be paid in U.S. dollars. All Fees are due and payable by the LESSEE net thirty (30)

days following the LESSEE's receipt of invoice. OLI shall be entitled to suspend the use of The System in the event that Fees remain unpaid more than the number of days following the date of any invoice as is specified in ATTACHMENT A.

(d) The LESSEE shall also pay the amount of any present or future taxes, sales, use, excise, or similar, arising from or based upon this Agreement, the use of The System, the receipt of the Services or the User Support, or the Fees paid by the LESSEE.

4. SYSTEM ELEMENTS; RESTRICTIONS

(a) OLI shall furnish the LESSEE the following system elements, which taken together shall comprise The System leased herein: (1) Program libraries, composed of the object programs; (2) An install procedure; and (3) Authorized User documentation.

(b) In connection with its and its Authorized Users use of and access to The System, the LESSEE hereby agrees that it shall not take, nor shall it permit any Authorized User to take, any of the following actions:

- (i) Modify, adapt, copy, duplicate, republish, display, transmit or distribute all or any element of The System, whether in printable form or machine-readable form (except for copies as may be required for computer processing in those facilities for which The System is herein leased), or create derivative works based upon The System, or permit third parties to do the same;
- (ii) Use The System, or any component thereof or information provided by or through The System, for any unlawful or unauthorized purpose or any Alternative Use;
- (iii) Decompile, decrypt, disassemble, reduce or otherwise attempt to reverse engineer The System or any portion thereof;
- (iv) Access, store, distribute or transmit any materials that (A) violate or infringe in any way upon the rights of others, (B) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law, or (C) contain a virus, Trojan horse, worm, time bomb, cancelbot, easter egg, corruptive file or other harmful or deceptive component;
- (v) Impersonate any person or entity or misrepresent its affiliation with any other person or entity, or in any way create a false identity for the purpose of misleading others; or
- (vi) Attempt to gain unauthorized access to, or disrupt or interfere with the security of, or otherwise cause harm to, the internal systems or any website of OLI or its affiliates, or any systems, resources, accounts, servers or networks connected to or accessible through such systems or websites.

5. INSTALLATION

(a) As promptly as practicable following the execution of this Agreement, OLI will provide for installation of The System to make it operational in the LESSEE's computer facility(s) designated in the LEASE SPECIFICATIONS listed in ATTACHMENT A. OLI will provide the software on convenient media together with installation instructions. Completion of installation will be denoted by The System's successful processing of OLI's standard test set.

(b) In the event OLI is required to dedicate its own resources to accomplish the installation it will furnish this time and any additional professional time without charge to the LESSEE. The LESSEE will, however, be responsible for reimbursement of expenses incurred by OLI for normal travel, lodging, meals, and other out of pocket expenses associated with the installation.

6. USER SUPPORT

(a) For the TERM OF SUPPORT specified under LEASE SPECIFICATIONS, OLI will provide the following services in support of the LESSEE's use of The System (collectively, "User Support"), without a consultant fee being charged:

- (i) OLI will respond promptly to any and all requests by the LESSEE to correct material defects in The System, if any. Such requests may be submitted at any time by telephone or in writing and are to be directed to the OLI service representative designated.
- (ii) In connection with the correction of any defects in The System, OLI will provide the LESSEE a corrected program library of The System.
- (iii) OLI will provide the LESSEE with corrections developed by OLI and will periodically release fully updated System elements to the LESSEE.
- (iv) OLI will modify The System as needed (in the sole determination of OLI), to conform it to future Operating System releases.

(b) With respect to the User Support services, the LESSEE will reimburse OLI for mutually agreed to travel, materials and directly related expenses associated with such travel. OLI will make no other charges with respect to the User Support services herein described unless specifically noted above.

(c) The User Support services described here exclude the following:

- (i) Enhancements of software functionality; and
- (ii) Enhancements of database coverage or improvements of the quality of reproducing experimental data.

In case (i) or (ii) are requested by the LESSEE, the necessary work will be governed by a separate services agreement between the LESSEE and OLI.

7. NON-DISCLOSURE AND CONFIDENTIALITY

(a) OLI warrants that it has the right to transfer all information transmitted to LESSEE via The System or otherwise under this Agreement, and OLI represents and warrants that such transfer is not a violation of a confidential undertaking with any third party.

(b) The LESSEE agrees to treat as strictly confidential the material terms of this Agreement, The System and all information pertaining to it and to the Services (if any), whether of a technical, business or other nature, whether in oral, written, graphic or electronic form, and whether labelled or identified as confidential, or otherwise of a nature that would reasonably be deemed to be confidential, including but not limited to analytical techniques, concepts, designs, specifications, listings, and documents which it may receive from OLI in connection with this Agreement (collectively, "Confidential Information"). The LESSEE further agrees that neither in nor any Authorized User shall disclose Confidential Information to any other person, during and after the term of this Agreement, without prior written consent from OLI. Such prohibition shall not apply to such disclosures by the LESSEE to its employees as are reasonably necessary to the LESSEE's use of The System, provided that the LESSEE shall take all reasonable steps to ensure that no Confidential Information is duplicated or disclosed by any such employees in contravention of the provisions of this Agreement.

(c) The foregoing restrictions shall not apply to any information that (i) is or becomes public information or otherwise generally available to the public through no act or fault of the LESSEE or its officers, agents, employees or assigns; (ii) the LESSEE can demonstrate by written evidence is, prior to disclosure hereunder, already in the possession of the LESSEE and was not received by the LESSEE directly or indirectly from OLI; (iii) the LESSEE can demonstrate by written evidence is hereafter rightly received by the LESSEE from a third party who did not receive the same directly or indirectly from OLI or its subsidiaries; or (iv) the LESSEE can demonstrate by written evidence is developed by employees of the LESSEE who have not had access to Confidential Information provided by OLI under this Agreement.

(d) The standard of care required by the LESSEE with respect to the non-disclosure of Confidential Information shall be the same standard of care used to protect its own confidential information of like character and kind.

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

(a) Except for the Lease and as expressly set forth in this Section 8, nothing in this Agreement is intended to, nor shall it be interpreted to, grant or convey to the LESSEE any rights or interest, express or implied, in or to The System, any Confidential Information or any intellectual property rights of OLI. All System components and elements provided during the term of this Agreement, all Confidential Information provided by OLI in connection with this Agreement, and all intellectual property rights related to the foregoing, including without limitation all enhancements, variations, improvements and modifications made thereto, are owned solely and at all times shall remain the exclusive property of OLI. This Agreement is intended only to lease the use of The System and in no event shall this Agreement be construed as an assignment or sale or other transfer of title in The System.

(b) The LESSEE shall not, and shall ensure that its Authorized Users shall not, (i) appropriate The System, any component or element thereof, or any enhancements, variations, improvements and modifications made to the foregoing, or challenge OLI's ownership thereof or rights therein, and (ii) sell, transfer, lease, disseminate or otherwise make available The System, except as expressly provided in this Agreement, without the prior written consent of OLI.

(c) To the extent any simulation results or other outcomes or output generated by the LESSEE's and its Authorized Users' use of The System is comprised of, includes, encompasses or otherwise incorporates data or information that constitutes intellectual property, Confidential Information or other proprietary data of OLI, then OLI hereby grants to the LESSEE a perpetual, non-transferable, non-sublicensable, non-exclusive, royalty-free right and license to use such data or information for its own internal business purposes, within the scope of the Intended Use (and not, for the avoidance of doubt, with respect to any Expanded Use or Alternative Use).

(d) The LESSEE shall notify OLI if it becomes aware that any third party has infringed or is infringing The System or any intellectual property rights of OLI. OLI will have the right to control enforcement of its intellectual property at its own expense, but the LESSEE will reasonably cooperate with OLI in connection with any enforcement actions against alleged infringers of The System or OLI's intellectual property rights.

9. SECURITY FOR PROTECTION OF OLI SOFTWARE; PROTECTION OF PERSONAL INFORMATION

(a) The software and other computer programs delivered by OLI in connection with the LESSEE's use of The System may include technical measures or safeguards to prevent unauthorized access to unlicensed software. The System communicates with servers of OLI's service providers for the purpose of ensuring that The System is used with a 00066793v4

valid license key. This process collects only IT host information which can be provided to the LESSEE upon written request. OLI will not provide any of the information collected during the license tracking process to any third party, except (i) to OLI's service providers in charge of the license tracking, (ii) as may be required by law or by the order of a competent court or (iii) to enforce compliance with this Agreement. The LESSEE may not take any steps to avoid or defeat the purpose of any such measures or safeguards. Use by the LESSEE of any such software without any required security mechanism is prohibited.

(b) The conduct and operation of the business of OLI, including the operation of The System and its distribution to and use by any natural persons, complies in all material respects with all applicable laws relating to the processing of personal information, including the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – the "GDPR").

10. PATENT AND COPYRIGHT INDEMNITY BY OLI

(a) Subject to the limitation contained in this Section 10, OLI grants to the LESSEE an immunity from suit from third parties alleging that The System owned by OLI and licensed hereunder to the LESSEE infringes on U.S. patents or copyrights owned by such third parties.

(b) OLI will defend, on behalf of the LESSEE, any action which may be brought against the LESSEE to the extent that it is based upon a claim that The System is infringing on U.S. Patents or copyrights owned by such third parties; provided however, that OLI shall control the entire scope of defending such action, including any settlement thereof, and that the LESSEE (i) must promptly notify OLI in writing of the institution of such action, (ii) cooperate fully in the defense, and (iii) furnish to OLI all of the evidence in its control. OLI will pay all costs and expenses of any such action, including compensation and expenses of experts and counsel of OLI's choice and selection, and OLI will also pay and hold the LESSEE free and harmless from any damages or other sums awarded or assessed in any such third party action or settlement thereof. The LESSEE may be represented by counsel of its own selection, at its own expense.

(c) If as a result of the filing of any such suit, action complaint or judgment, the LESSEE is required to modify The System or take a royalty bearing lease, the cost of the modification or lease will be borne by OLI.

(d) OLI shall have no liability under this provision if such third party claims of infringement are based upon or arise out of (i) the use or combination of The System with non-OLI programs or data, if such infringement would have been avoided by the use or other combination of The System with other programs or data, (ii) any modification of, or Alternative Use of, The System not approved in advance by OLI, or (iii) the use of other than the then latest unmodified release of The System if such infringement would have been avoided by the use of the latest unmodified release of The System.

11. INDEMNITY BY THE LESSEE

Subject to OLI's indemnification obligations under Section 10, the LESSEE shall indemnify and hold harmless OLI and its affiliates, officers, directors, employees and agents from and against any third party claims, suits, proceedings, damages, expenses (including court costs and reasonable attorneys' fees and expenses), and recoveries, to the extent that any of the foregoing arise out of, are based on, or result from (i) the use or modification of The System by the LESSEE or any Authorized User, (ii) any business decisions, acts or omissions by the

LESSEE or any Authorized User in reliance upon or otherwise based upon any data, information, statistics, findings, simulation results and other outcomes obtained or generated by the use of The System by the LESSEE and its Authorized Users, (iii) the willful misconduct or negligent acts of the LESSEE or any Authorized User, and (iv) any failure by the LESSEE or any Authorized User to comply with any of the LESSEE's obligations hereunder or any applicable laws.

12. WARRANTY AND LIMITATION OF LIABILITY

(a) OLI warrants that The System will perform the operations specified in the prevailing User documentation, and in any modifications made therein or supplements thereto, for the LESSEE's system configuration, provided that The System is properly used in full compliance with such documentation and instructions provided by OLI and that The System is not modified or altered by the LESSEE or any Authorized User.

(b) Except as provided above, The System, including all data, content and software integrated or incorporated therein, is provided "as is" and "as available" and without any representations, warranties or conditions of any kind. Without limiting the foregoing, OLI expressly disclaims all warranties and conditions whatsoever, whether express, implied or statutory, concerning The System, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and informational content, and any and all warranties with respect to the Services (if any) provided by OLI or arising from trade usage, course of dealing or course of performance.

(c) Without limiting Section 12(b), except as otherwise expressly provided herein, OLI makes no representation, warranty or covenant, express or implied, (i) as to the accuracy or reliability of any information, content or service provided by or through The System, and (ii) as to the LESSEE's or any Authorized User's use or quiet enjoyment of The System, and OLI shall not be liable, either directly or indirectly, or as an indemnitor of the LESSEE, as a consequence of any impairment of such use or quiet enjoyment. OLI makes no warranty that The System will meet the LESSEE's or any Authorized User's expectations, requirements or needs. Except as otherwise expressly set forth herein, OLI does not guarantee the continuous or uninterrupted or secure access to The System.

(d) Under no circumstances shall OLI be liable for any damages that result from the use of or inability to use or access The System, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission, or failure of performance, whether resulting from acts of God, communications failure, theft, destruction or unauthorized access to OLI's records, programs, products or services.

(e) Except for liability arising in connection with willful misconduct or fraud, in no event will OLI be liable, whether in contract, tort (including negligence) or otherwise, arising from or relating to this Agreement, for any consequential, special, indirect, incidental, exemplary or punitive damages suffered by the LESSEE or others from use of The System, including without limitation any damages resulting from loss of profits, business or goodwill, even if OLI has been advised of the possibility of such damages. Notwithstanding the foregoing, in no event shall the total liability of OLI hereunder exceed, in the aggregate, the amount of Fees actually paid by and/or due from the LESSEE pursuant to this Agreement during the twelve (12) month period prior to the date of the applicable claim.

13. NO WAIVER

The failure of OLI or the LESSEE in any one or more instances to insist
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upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such provisions on any future occasion.

14. LESSEE, SUCCESSORS AND ASSIGNS

The entity named as the LESSEE on the front page of this Agreement includes its divisions and departments. In the event the LESSEE desires that rights granted to the LESSEE also be made available to any parent, subsidiary or other entity affiliated with the LESSEE, the LESSEE may request OLI in writing to extend the rights granted herein to such other entity, but OLI may withhold such consent or condition such consent on the payment of additional fees or other requirements as OLI shall in its sole and absolute discretion require. OLI may assign its rights and obligations under this Agreement without the consent of the LESSEE to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of stock or assets or otherwise.

15. NOTICES

Any written notice required or provided for under the terms of this Agreement shall be given and be deemed to have been duly served either (1) by delivering same in person to the individual or an officer of the party for which it is intended, or (2) by a Facsimile transmission and marked for the attention of the party for whom it is intended or (3) by mail, postage prepaid, addressed to the respective party as follows:

LESSOR: Andrew Rafal, OLI Systems, Inc., 2 Gatehall Drive, Suite 1D, Parsippany, NJ 07054.

LESSEE:
Attn.:

16. TERMINATION

(a) The LESSEE shall be responsible for abiding by the terms of this Agreement including all of the Fees due provided herein for the full term specified in this Agreement. The LESSEE may terminate this Agreement at the completion of the term specified in the LEASE SPECIFICATIONS listed in ATTACHMENT A. In such event, the LESSEE shall notify OLI in writing, no later than sixty (60) days prior to the expiration of such term, of its intention to forego renewal of the Agreement and shall return to OLI any security devices, hardware or software that enabled access to or usage of The System under this Agreement.

(b) In the event the LESSEE wishes to terminate this Agreement prior to the end of the term of this Agreement, the LESSEE must inform OLI in writing of its wish to execute an early termination, and the LESSEE shall pay a sum equal to sixty percent (60%) of the total amount of Fees remaining to be paid during such term, plus one hundred percent (100%) of the savings, to date, for discounted prior payments where said amount was discounted due to the term of the Agreement (with the amount of such savings as determined by OLI). The LESSEE must provide OLI with not less than thirty (30) days' notice of such early termination of this Agreement. In conjunction with such termination, the LESSEE returns to OLI any security devices, hardware or software that enabled access to or usage of The System under this Agreement.

(c) Each party hereto shall have the right to terminate this Agreement upon written notice to the other party if the other party materially breaches an obligation under this Agreement and, after receiving written notice from the non-breaching party identifying such material breach in reasonable detail, fails to cure such material breach within thirty (30) days from the date of such notice (or within fifteen (15) days' notice in the event such breach is solely based upon

the breaching party's failure to pay any amounts due hereunder).

(d) Upon the termination of this Agreement, the Lease authorizing the LESSEE's use of The System shall automatically terminate, and all rights and obligations of the parties under this Agreement and arising after the date of such termination shall cease; provided that the license set forth in Section 8(c) shall remain in effect with respect to all use of The System by the LESSEE's and its Authorized Users prior to such termination. Notwithstanding the foregoing, the following provisions shall survive the termination of this Agreement: Sections 3(b), 3(c), 7, 8, 10, 11, 12, 14, 16(d) and 21.

17. PUBLICATION

In the event that the LESSEE (i) issues or releases for external publication any article, journal, written review, editorial, advertisement or the like, (ii) participates in the third party publication of any of the foregoing, or (iii) participates in any presentation, demonstration, discussion, seminar, lecture, speech or similar exhibition, in each case which covers or discusses The System or the results of the use of The System, then the LESSEE shall (x) provide OLI with no less than ten (10) days' advance written notice of any such publication or presentation, and (y) refer (in writing in the event of a publication and orally in the event of a presentation) to The System and to the ownership by OLI of all proprietary and intellectual property rights in The System. OLI may identify the LESSEE in OLI's marketing materials as a customer of OLI and a user of The System, provided that OLI shall not disclose any details regarding the LESSEE's use of The System or internal business purposes in such marketing materials without the prior written consent of the LESSEE, which consent shall not be unreasonably withheld, delayed or conditioned.

18. FORCE MAJEURE

In the event that OLI is prevented or delayed from performing its obligations under the terms of this Agreement by virtue of one or more events or contingencies beyond its reasonable control, including but not limited to, fires, labor strikes, labor disputes, accidents, sabotage, federal or state legislation or any regulations or orders thereunder, judicial action, acts of God, war, or civil commotion, such nonperformance shall be excused and shall not constitute a default under the terms of this Agreement.

Accepted by: **OLI Systems, Inc.**

By: _____
Brian Rouzer – Chief Financial Officer

Date: _____

19. INDEPENDENT CONTRACTORS

OLI and the LESSEE are not and will not be considered as joint venturers, partners or agents of each other and neither will have the power to bind or obligate the other except as set forth in this Agreement; and the parties shall at all times be and remain independent contractors. The personnel of OLI performing the Services (if any) and the User Support are not and will not be deemed to be employees of the LESSEE, and the LESSEE will not pay or withhold from any payments owed by the LESSEE to OLI under this Agreement for any federal, state or local income or payroll-based taxes or other amounts.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between OLI and the LESSEE and supersedes all previous communications, representation or agreements, either written or oral, with respect to the subject matter of this Agreement. If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the validity of the remaining portions shall not be affected thereby.

21. AMENDMENTS

This Agreement may only be amended or modified by a written instrument signed by both parties; provided that the PROGRAMS, LEASE SPECIFICATIONS and other information set forth on ATTACHMENT A may be amended, modified or supplemented by the mutual agreement or acknowledgement of the parties, including without limitation via email confirmation or via the LESSEE's acceptance of an OLI invoice reflecting agreed upon changes to ATTACHMENT A.

22. GOVERNING LAW

This Agreement will be governed by the laws of the state of New Jersey. Any proceeding arising out of or relating to this Agreement shall be brought in the Federal or state courts of the State of New Jersey.

Accepted by:

By: _____
Signature - Title

Date: _____

ATTACHMENT A

This is ATTACHMENT A of the Lease Agreement between OLI Systems, Inc. and

This Attachment defines the PROGRAMS and LEASE SPECIFICATIONS for the Lease Agreement.

LEASE SPECIFICATIONS

EFFECTIVE DATE:

TERM OF LEASE:

TERM OF SUPPORT:

AUTHORIZED USERS:

HARDWARE PLATFORM: PC

ESCALATION: None

SITE:

FEES:

PROGRAMS

TYPE & VERSION:

ATTACHMENT B

This is ATTACHMENT B of the Lease Agreement between OLI Systems, Inc. and

This Attachment defines the SERVICES, if any, for the Lease Agreement.

SERVICES

DESCRIPTION OF SERVICES: