SOFTWARE LICENSE AGREEMENT

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5. Term. This Agreement and the licenses granted hereunder shall take effect upon the date of installation of the Program (the "**Effective Date**") and shall continue from year to year unless terminated in accordance with the terms of this Agreement (the "**Term**").

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6.3. Injunctive Relief. In the event of a breach of this Section 6, the parties agree that Licensor will suffer irreparable harm and the total amount of monetary damages for any injury to Licensor would be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that Licensor shall be entitled to temporary, preliminary, and permanent injunctive relief against Licensee, its officers, and its employees, without the necessity of proving damages in connection therewith or posting bond, in addition to such other rights and remedies to which Licensor may be entitled at law or in equity.

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9. Termination.

    9.1. Termination Rights. Except as provided in the next sentence, Licensor may terminate this Agreement upon 30 days written notice if Licensee breaches this Agreement and fails to cure such breach within such 30-day period. Licensor may terminate this Agreement immediately if Licensee breaches any of the terms of Sections 1, 2 or 6.

    9.2. Return of Materials. Upon termination of this Agreement or the licenses granted hereunder, Licensee shall immediately return to Licensor (or to destroy at the sole option of the Licensor) the Program and all Documentation provided to Licensee, as well as any and all copies thereof, and destroy any other copies that might remain on their systems. Within ten (10) days after any such termination, Licensee shall provide Licensor with a written statement signed by a duly authorized officer of Licensee certifying that Licensee has complied with this Section 9.2.

    9.3. Survival. The terms of Sections 1, 2, 3, 5, 6, 7, 8, 9.2, 9.3 and 10 shall survive any expiration or termination of this Agreement or the licenses granted hereunder.

10. General Provisions.

    10.1. Notices. Any notices required or permitted under this Agreement shall be in writing and shall be deemed properly given if personally delivered or sent by United States first class or certified mail (return receipt requested), postage prepaid, or by reputable United States express or international express courier, to Licensee at the address provided by Licensee to Licensor when it downloaded the Program, (if any is provided by Licensee) and to Licensor if sent to:

        a.i. solutions, Inc.
        4500 Forbes Boulevard
        Suite 300
        Lanham, MD 20706
        Attn: Director of Contracts

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    10.2. Assignment. THIS AGREEMENT MAY NOT BE ASSIGNED BY LICENSEE, IN WHOLE OR IN PART, BY OPERATION OR LAW OR OTHERWISE, WITHOUT THE ADVANCE WRITTEN CONSENT OF LICENSOR, WHICH CONSENT MAY BE WITHHELD IN LICENSOR'S SOLE DISCRETION. ANY ATTEMPTED ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID.

    10.3. No Third-Party Beneficiaries. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations or benefits to, or rights in, any third party from either Licensee or Licensor.

    10.4. Independent Contractor. Licensee and Licensor are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the

name of, the other party, or to bind the other party in any matter or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of this Agreement.

10.5. Waiver. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under this Agreement.

10.6. Headings. Agreement, Section, and Paragraph headings are for reference only and shall not affect the interpretation of this Agreement.

10.7. Successors in Interest. This Agreement and all of the provisions in this Agreement shall be binding upon and inure to the benefit of the permitted successors in interest and assigns of the parties.

10.8. Disputes; Applicable Law. This Agreement shall be governed in all respects by the laws of the State of Maryland without giving effect to its rules relating to conflict of laws; **PROVIDED, HOWEVER, THAT THE TERMS OF ANY APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY, EXCEPT TO THE EXTENT THAT SUCH LAW EXPLICITLY AND EXPRESSLY PROHIBITS THIS AGREEMENT'S ALTERATION OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE SUCH LAW**. Any action arising out of or relating to the Program, the Documentation, or this Agreement shall be brought and resolved only in the courts of the State of Maryland, or the United States District Courts of Maryland, located in Greenbelt, Maryland, and their respective courts of appeals. The parties irrevocably submit to the jurisdiction of each such court in any such action or proceeding. Personal jurisdiction over the parties may be obtained by the mailing (postage prepaid) of a summons or similar legal document to the party's address for notices under this Agreement. **PROVIDED THAT, IF THE LICENSEE IS THE UNITED STATES GOVERNMENT, THEN THE APPLICABLE LAW SHALL BE U.S. GOVERNMENT PROCUREMENT LAW AND ALL DISPUTES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE CONTRACTS DISPUTES ACT, Act, 41 U.S.C. §§ 7101, ET. SEQ., AS CODIFIED IN 48 C.F.R. § 52.233-1.**

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