

License Agreement for FastConverter .FP3

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9.3 Specific Performance. If a Party breaches, or threatens to commit a breach of, any of the covenants set forth herein, the other Party will be entitled, in addition to any other rights of such Party may enjoy, to obtain injunctive or other equitable relief by any court of competent jurisdiction to restrain any actual or threatened breach or otherwise to specifically enforce the provisions of this Agreement, it being agreed that such breach or imminent breach may cause irreparable injury to such Party and money damages alone would not be an inadequate remedy and would fail to fully compensate such Party for such Licensee's breach. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Either Party further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such equitable relief and that this provision is without prejudice to any other rights that the Parties hereto may have for any failure to perform this Agreement.

9.4 Legal Expenses. The substantially prevailing Party in any legal action brought by one Party against the other and arising out of or related to this Agreement shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses actually incurred, including court costs and reasonable attorney's fees to the extent awarded by a non-appealable binding order, judgment or other judicial action. Such fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose. Such fees shall be in addition to any other relief that may be awarded.

9.5 Terms of Agreement. Neither Party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law or except in connection with a bona fide acquisition, merger, financing or

restructuring provided that the recipient is bound by the confidentiality terms not less stringent than the terms hereof.

9.6 Notifications. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement (“Notifications”) will be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (d) within three (3) days after deposit with an internationally recognized express delivery service, in each case when transmitted to a Party at the following address or location:

If to Fast Reports: 66 Canal Center Plaza, Ste 505, Alexandria, VA 22314; info@fast-report.com.

Either Party may change the address to which Notifications hereunder are to be delivered by giving the other notice in the manner herein set forth.

9.7 Severability. If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

9.8 Waiver. No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party’s rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

9.9 Assignment. This Agreement, including without limitation any Licenses granted hereunder, may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, provided that Fast Reports shall have the right to assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of Fast Reports’ assets. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be

enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

9.10 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions.

9.11 Further Assurances. The Parties will each perform such acts, execute and deliver such documents and instruments, and do such other things as may be reasonably requested to accomplish the transactions contemplated by this Agreement and to carry out the purpose and intent hereof.

9.12 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and, except as otherwise provided herein, no other Person will have any right, interest, or claim under this Agreement.

9.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written.

9.14 Counterparts. The Agreement may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement.