



PerfectApps, Inc.™ – End-User License Agreement

Contents

1. DEFINITIONS	4
2. GRANT OF RIGHTS	4
3. FEES	5
4. CONFIGURATION	5
5. INTELLECTUAL PROPERTY	6
6. TERM AND TERMINATION	7
7. EFFECT OF TERMINATION	8
8. WARRANTIES	9
9. LIMITATION OF LIABILITY	9
10. GENERAL	10
11. NOTICES	11
12. ELECTRONIC AGREEMENTS	11
13. SOFTWARE OUTSOURCE LICENSING POLICY	11



**PERFECTAPPS, INC. END-USER SOFTWARE LICENSE AGREEMENT
FOR SOFTWARE PROVIDED BY PERFECTAPPS, INC. UNDER THIS LICENSE ONLY**

IMPORTANT-READ CAREFULLY

The SOFTWARE contains valuable intellectual property of PERFECTAPPS, INC. and licensors of PERFECTAPPS, INC. and is protected by international copyright and other intellectual property laws and treaties. This SOFTWARE is licensed only, not sold.

IF YOU DISAGREE WITH THE CONDITIONS SET OUT IN THIS LICENSE AGREEMENT, DO NOT CONTINUE WITH THE INSTALLATION OF THE SOFTWARE. IF YOU CLICK ON THE "I AGREE" OPTION BELOW, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND BE BOUND BY ALL THE TERMS OF THIS LICENSE.

YOU ACKNOWLEDGE AND AGREE THAT REGULATIONS 9 AND 11 OF THE ELECTRONIC COMMERCE (EC DIRECTIVE) REGULATIONS 2002 DO NOT APPLY TO THIS LICENSE AGREEMENT AND THAT FOR THE PURPOSES OF SUCH REGULATIONS, YOU ARE NOT A CONSUMER AS DEFINED THEREIN.

IN THE EVENT THAT YOU DO NOT ACCEPT ANY LICENSE AGREEMENT ACCOMPANYING ANY SOFTWARE, YOU ARE NOT AUTHORIZED TO COPY, INSTALL, OR OTHERWISE USE ANY PART OF SUCH SOFTWARE.

Subject to and conditional upon the person, company or other legal entity (LICENSEE) on whose personal computer or computer network or hardware and storage facilities the SOFTWARE is being installed having paid in full the license fee for the SOFTWARE to PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. Partner, PERFECTAPPS, INC. hereby grants to the LICENSEE a non-transferable non-exclusive conditional license to use the SOFTWARE and Licensed Material for LICENSEE's own internal purposes only upon the terms and conditions set out herein. Any electronic or printed license agreement subsequently entered into by LICENSEE with PERFECTAPPS, INC. with respect to the SOFTWARE shall supersede the license terms and conditions set out herein.

THIS LICENSE GRANTS LIMITED NON-EXCLUSIVE RIGHTS ONLY TO THE LICENSEE TO POSSESS AND USE THE SOFTWARE. THE LICENSEE MUST ENTER INTO A FURTHER AGREEMENT WITH PERFECTAPPS, INC. OR AN ACCREDITED PERFECTAPPS, INC. PARTNER TO BE ENTITLED TO DELIVERY OF SUPPORT, MAINTENANCE, TRAINING OR ANCILLARY SERVICES.

1. DEFINITIONS

- 1.1 "Commencement Date" means the date any Software component is installed on any computer or computer network or hardware and storage facilities of the LICENSEE or the date the LICENSEE clicks on the "I Accept" button to accept this Agreement, whichever is the earlier.
- 1.2 "Configuration" means to configure the operation of the Software pursuant to clause 4 to perform certain predetermined functions offered by the Software or to operate or manipulate third-party software products to meet the specific and reasonable requirements of the LICENSEE and to create accompanying documentation.
- 1.3 "Evaluation Purposes" means the use of the Software and Licensed Material for the sole purposes of deciding whether or not to purchase a commercial production license to use the Software and Licensed Material or for the purposes of attempting to complete a course or activity under any CSL Partner Program.
- 1.4 "Evaluation Period" means 2 weeks from the Commencement Date or any other period that the LICENSEE is licensed in writing by PERFECTAPPS, INC. to possess and use Software under this Agreement for Evaluation Purposes.
- 1.5 "License Fee" means the fee paid (either on a periodic or perpetual basis) for the license of the Software under this Agreement by the LICENSEE to PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. Partner.
- 1.6 "Licensed Material" means the latest version from time to time of any user manuals, specifications and other documentation relating to the Software published by PERFECTAPPS, INC. from time to time in any printed or electronic form.
- 1.7 "Software" means the PERFECTAPPS, INC. software application accessed by reason of acceptance of this Agreement and any updates, upgrades, supplements, add-on components or customized or replacement software provided to the LICENSEE by PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. partner with respect to such software and any related processes specified in the Licensed Material as supplied to the LICENSEE by PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. partner.

2. GRANT OF RIGHTS

In consideration of and for such periods in respect of which the LICENSEE shall have paid the License Fee to PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. partner and subject to PERFECTAPPS, INC.'s Software outsource licensing policy in clause 13, PERFECTAPPS, INC. hereby grants to the LICENSEE a non-transferable non-exclusive conditional license to use the Software and Licensed Material for its own internal use, to install the Software for commercial production on one physical or virtual server only at any one time and to configure the Software in accordance with clause 4.

Limited Software Evaluation Rights

In the event that PERFECTAPPS, INC. provides the LICENSEE with the Software and Licensed Material for Evaluation Purposes, then for the Evaluation Period only.

- 2.1 PERFECTAPPS, INC. hereby grants to the LICENSEE a non-transferable, non-exclusive, conditional, limited license to use the Software and Licensed Material for Evaluation Purposes only.
- 2.2 PERFECTAPPS, INC. shall have no obligation or liability to provide support, maintenance, or other services for Software or any training services under this Agreement.
- 2.3 THE SOFTWARE IS DEEMED ACCEPTED BY THE LICENSEE FOR ANY AND ALL EVALUATION PURPOSES AND IN ADDITION TO, AND WHERE APPLICABLE IN SUBSTITUTION FOR, THE LIABILITY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET OUT IN CLAUSE 9, PERFECTAPPS, INC. PROVIDES THE SOFTWARE AND LICENSED MATERIALS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE ("SUPPORT SERVICES") AS IS AND WITH ANY AND ALL DEFICIENCIES AND FAULTS AND THE LICENSEE ACCEPTS UNCONDITIONALLY THAT THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE UNDER THIS AGREEMENT AND ANY SUPPORT SERVICES, REMAINS WITH THE LICENSEE.

3. FEES

- 3.1 Unless otherwise stated or agreed, all License Fees are payable in advance of the license period to which they relate. Invoices with respect to any license period will be issued as near as practicable to at least one calendar month prior to the commencement of such period. Any professional services PERFECTAPPS, INC. may agree to provide to the LICENSEE under this Agreement shall be delivered upon payment of an invoice, at the discretion of PERFECTAPPS, INC.
- 3.2 Unless otherwise stated, all sums payable by the LICENSEE under this Agreement shall be due within 30 days of invoice. Interest on late payment shall be payable at a rate of 2% over the delinquent month/months prime rate. Unless otherwise stated, all fees and other sums payable hereunder are as stated, exclusive of VAT, sales tax and any other duties.

4. CONFIGURATION

Following such training as may be specified by PERFECTAPPS, INC. trained employees or contractors of the LICENSEE may configure the Software in accordance with such procedures as are specified from time to time for such Software by PERFECTAPPS, INC. Any Configuration of Software in accordance with this clause 4 will become part of the Software and will continue to be subject to all the terms of this Agreement.

5. INTELLECTUAL PROPERTY

- 5.1 The LICENSEE agrees and acknowledges that this Agreement confers on it no rights in the Software or the Licensed Materials other than as are expressly granted by this Agreement and all copyright trademarks and other intellectual property rights in the Software, Licensed Material and any permitted Software Configuration or customization made by the LICENSEE, PERFECTAPPS, INC. or accredited PERFECTAPPS, INC. partner are the exclusive property of PERFECTAPPS, INC.
- 5.2 The LICENSEE shall not
- 5.2.1 Save as provided in clause 5.5 below, copy or translate the whole or any part of the Software or the Licensed Material
 - 5.2.2 Save as provided in clause 4, modify, merge, or combine the whole or any part of the Software or the Licensed Material with any other software or documentation
 - 5.2.3 Assign, transfer, sell, charge or otherwise deal in or encumber the Software or the Licensed Materials nor use on behalf of or make available the same to any third party
 - 5.2.4 Reverse engineer, decompile or disassemble the whole or any part of the Software from object code into source code save as may be required to be permitted by any law applicable to this Agreement
 - 5.2.5 Without the prior written approval of PERFECTAPPS, INC., such approval to be not unreasonably withheld or delayed, disclose to any nationally-recognized disaster recovery company the Software and/or the Licensed Material in the event of a loss of data and/or operation of the LICENSEE's computer system requiring such assistance.
- 5.3 The LICENSEE shall
- 5.3.1 Keep confidential the Software and the Licensed Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Software and the Licensed Material permitted by this Agreement
 - 5.3.2 Reproduce all copyright and trademark notices on each copy of the Software and the Licensed Material
 - 5.3.3 Maintain an up-to-date record of the number of copies of the Software and the Licensed Material and their location and upon request forthwith produce such record to PERFECTAPPS, INC. and

5.3.4 Without prejudice to the foregoing, take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights in the Software and the Licensed Material in its possession from any access use copying or disclosure not authorized by this Agreement.

- 5.4 The LICENSEE shall inform all relevant employees, agents, and sub-contractors that the Software and the Licensed Material constitute valuable confidential information and the intellectual property of PERFECTAPPS, INC., and the LICENSEE shall take all such steps as shall be necessary to ensure compliance by its employees, agents, and sub-contractors with the provisions of this clause 5.
- 5.5 The LICENSEE agrees that it will not make, or have made, any copies of the Licensed Materials or any part thereof or any copies of the Software or any part thereof other than copies which are necessary and used for back-up purposes.
- 5.6 The LICENSEE agrees to use the Software only as provided in this Agreement and that it will not use the Software to develop similar systems or for any other purpose except that its trained employees or contractors may make such configurations to the Software as are permitted under clause 4.
- 5.7 To assist with the development and to enhance the competitiveness of PERFECTAPPS, INC'S. Software and services, LICENSEE may, from time to time, provide suggestions, comments, or other feedback ("Suggestions") to PERFECTAPPS, INC. with respect to such Software and services. LICENSEE acknowledges and agrees that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by LICENSEE, shall not, absent a separate written agreement, create any confidentiality obligation on the part of PERFECTAPPS, INC. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, PERFECTAPPS, INC. shall be free to use, disclose, reproduce, license, or otherwise distribute, and exploit Suggestions as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
- 5.8 The provisions of this clause 5 shall survive any termination or expiry of this Agreement.

6. TERM AND TERMINATION

- 6.1 The license granted by this Agreement shall commence on the Commencement Date and shall remain in full force thereafter only during such license periods in respect of which the License Fee shall have been paid in full unless and until terminated under clause 6.2.
- 6.2 This Agreement may be terminated
- 6.2.1 Forthwith by PERFECTAPPS, INC. at any time after the Commencement Date that no Software license is in existence under this Agreement

6.2.2 Forthwith by PERFECTAPPS, INC. if the LICENSEE fails to make any payment on the due date therefore and payment shall not have been made within 7 days of a written request for the same

6.2.3 Forthwith by either party if the other commits any material breach of any term of this Agreement (other than one falling within clause 6.2.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same or

6.2.4 Forthwith by either party (i) if the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) if a voluntary or involuntary petition in bankruptcy is filed in any court of competent jurisdiction against the other party and such petition is not dismissed within ninety (90) days after filing, (iii) if the other party shall make or execute an assignment of substantially all of its assets for the benefit of creditors, or (iv) substantially all of the assets of such other party are seized or attached and not released within ninety (90) days thereafter.

6.3 Any termination of this Agreement pursuant to this clause 6 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party, nor the coming into or continuance in force of any clause which is expressly or by implication intended to come into or continue in force on or after such termination.

7. EFFECT OF TERMINATION

7.1 In the event of the termination of this Agreement for any reason whatsoever or the LICENSEE failing to renew the Software license granted under this Agreement upon the expiry of any license period, the LICENSEE shall

7.1.1 Within 7 days of termination, delete the Software from the LICENSEE's hardware and its storage facilities

7.1.2 Within 7 days of termination, return to PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. partner or otherwise destroy all other copies of the Software and Licensed Materials

7.1.3 If requested by PERFECTAPPS, INC., provide a certificate signed by a duly authorized officer of the LICENSEE that the LICENSEE has complied with its obligations under clauses 7.1.1 and 7.1.2 and

7.1.4 Forthwith pay any monies due to PERFECTAPPS, INC. or to become due at a later date.

- 7.2 Save only as expressly provided otherwise in this Agreement, no part of the License Fee or other fees paid under this Agreement shall be repayable on termination of this Agreement for any reason.

8. WARRANTIES

- 8.1 PERFECTAPPS, INC. warrants and represents that it has the right to license the Software as provided in this Agreement.
- 8.2 Notwithstanding any other provision of this Agreement, PERFECTAPPS, INC. does not warrant that use of the Software will meet the LICENSEE's data processing requirements nor that the operation of the software will be uninterrupted or error-free.

9. LIMITATION OF LIABILITY

- 9.1 SUBJECT AS OTHERWISE PROVIDED IN CLAUSE 8, ALL CONDITIONS, DUTIES, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE IN RELATION TO THE SOFTWARE OR ITS MAINTENANCE, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS, OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF LACK OF NEGLIGENCE, OF TITLE, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF CORRESPONDENCE TO DESCRIPTION, OF NON-INFRINGEMENT, WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, OR RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9.2 SUBJECT AS OTHERWISE PROVIDED IN CLAUSES 8 AND 9.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERFECTAPPS, INC. SHALL BE UNDER NO LIABILITY TO THE LICENSEE FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH, REASONABLE CARE OR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE LICENSED MATERIAL, THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, HOWSOEVER ARISING, AND WHETHER OR NOT CAUSED BY THE TORT (INCLUDING NEGLIGENCE), FAULT, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR MISREPRESENTATION OF PERFECTAPPS, INC. ITS EMPLOYEES OR AGENTS, EVEN IF PERFECTAPPS, INC. SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR INJURY, SAVE THAT PERFECTAPPS, INC. SHALL ACCEPT LIABILITY WITHOUT LIMIT FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF PERFECTAPPS, INC..
- 9.3 In each year of this Agreement PERFECTAPPS, INC.'s total aggregate liability for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the License

Fee (if any) received by PERFECTAPPS, INC. in the 12 months prior to the event giving rise to liability. The LICENSEE releases PERFECTAPPS, INC. from all obligations, liabilities, claims or demands in excess of this limitation and acknowledges and agrees that other parts of this Agreement rely upon the inclusion of this section and the resulting allocation of risks. If the LICENSEE has acquired the Software in a jurisdiction that does not allow the exclusion or limitation of incidental or consequential damages, to the extent only that such provisions are contrary to the laws of such jurisdiction, the above limitation or exclusion may not apply to such LICENSEE.

- 9.4 PERFECTAPPS, INC. shall have no liability of any nature whatsoever for configurations or modifications made to the Software by the LICENSEE or any third party, whether or not made in accordance with clause 4.

10. GENERAL

- 10.1 Save to the extent required by the laws of Texas and notwithstanding any other provision in this Agreement, PERFECTAPPS, INC. gives no warranties and shall have no liability of any nature whatsoever for third-party software supplied to the LICENSEE by PERFECTAPPS, INC. or any accredited PERFECTAPPS, INC. partner.
- 10.2 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 10.3 Subject to PERFECTAPPS, INC.'S. Software outsource licensing policy in clause 13, the LICENSEE shall not assign, transfer, charge, delegate or make over or purport to assign, transfer, charge, delegate or make over this Agreement or any of its rights or obligations hereunder or any part thereof without prior written consent of PERFECTAPPS, INC., such consent not to be unreasonably withheld or delayed, and any purported transfer, assignment or delegation without such prior consent will be null and void and of no force or effect. This Agreement does not create any right enforceable by any person not a party to it.
- 10.4 All disputes, claims or controversies arising out of this Agreement or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Texas without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of Tarrant County, Texas or the Federal Court for the Northern District of Texas ("Texas Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Texas Courts and agrees not to plead or claim in any Texas Court that such

litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are subject to the jurisdiction of the Texas Courts.

- 10.5 PERFECTAPPS, INC. reserves the right, and the LICENSEE acknowledges and agrees that PERFECTAPPS, INC. may unilaterally make reasonable changes to these terms and conditions provided that PERFECTAPPS, INC. gives the LICENSEE not less than one calendar months' notice of such changes.

11. NOTICES

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile or email to the address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile or email) upon the completion of transmission, provided that if sent by email such notice is confirmed as soon as practicable by any other form of notice.

12. ELECTRONIC AGREEMENTS

The LICENSEE acknowledges and agrees that

- 12.1 By accessing, using, receiving, or downloading any Software and by making electronic transmissions to PERFECTAPPS, INC. in connection therewith this Agreement and any other license conditions attaching from time to time to the use of Software are legally binding upon it whether or not an authorized employee agent or contractor of the LICENSEE clicked on any electronic button or such similar links as may be designated by PERFECTAPPS, INC. to accept this Agreement or download any Software.
- 12.2 Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, THE LICENSEE ACCEPTS THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, CONTRACTUAL TERMS, RECORDS OF TRANSACTIONS AND OTHER DATA INITIATED OR COMPLETED THROUGH ELECTRONIC MEANS WITH PERFECTAPPS, INC. and
- 12.3 The licensee hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records.

13. SOFTWARE OUTSOURCE LICENSING POLICY

Subject to the conditions set out in this clause 13 at all relevant times being satisfied, PERFECTAPPS, INC. agrees that this Agreement shall be deemed to also apply to any company, organization or entity (an "Outsource Services Provider") to which the LICENSEE has entered into a contract to take possession of

the Software and to outsource the operation, support and maintenance of the Software ("Outsource Services") for such period during which the LICENSEE is contracted to receive Outsource Services or for such periods in respect of which the LICENSEE shall have paid the License Fee to PERFECTAPPS, INC. or an accredited PERFECTAPPS, INC. partner (whichever period expires earlier) so that while the LICENSEE remains so contracted the Outsource Services Provider shall be entitled to use the Software in accordance with the terms and conditions of this Agreement (and then only for the sole purposes of providing Outsource Services to the LICENSEE).

Software Outsource Licensing Conditions

- 13.1 The LICENSEE and the Outsource Services Provider are at all times not in breach of the terms of this Agreement or any other agreement governing the use of the Software or with PERFECTAPPS, INC.
- 13.2 Any additional services or charges incurred by PERFECTAPPS, INC. as a result of the LICENSEE so contracting with the Outsource Services Provider or the Outsource Services Provider providing Outsource Services shall be paid by the relevant party to PERFECTAPPS, INC. upon demand.
- 13.3 The LICENSEE shall give not less than 30 days prior written notice to PERFECTAPPS, INC. of any transfer of possession of the Software to an Outsource Services Provider, and prior to such transfer the Outsource Services Provider shall, in writing, confirm to PERFECTAPPS, INC. that it agrees that its possession and use of the Software shall be governed by this Agreement or, at PERFECTAPPS, INC.' sole discretion, by the terms of PERFECTAPPS, INC.' then-current standard Software license agreement (the terms of which will be sent to the Outsource Services Provider upon request). All notices should be sent to PERFECTAPPS, INC. in accordance with clause 11.
- 13.4 The LICENSEE shall confirm to PERFECTAPPS, INC. in writing that it has in its possession at the time of transfer (and shall retain thereafter) no copies of the transferred Software other than backup copies.
- 13.5 The LICENSEE shall fully and unconditionally indemnify and keep so indemnified PERFECTAPPS, INC. against any loss, damage, costs, and expenses arising from or incurred by reason of any failure of the Outsource Services Provider to comply with the terms and conditions of this Agreement (or such other agreement nominated by PERFECTAPPS, INC. under clause 13.3) or fulfill the duties of the LICENSEE there as if such Outsource Services Provider was a party thereto. Accordingly, and for the purposes of this clause 13 only, references in this Agreement (or such other agreement nominated by PERFECTAPPS, INC. under clause 13.3) to the LICENSEE shall be deemed to be references to the Outsource Services Provider and the performance or discharge of any obligation by PERFECTAPPS, INC. there to either the Outsource Services Provider or the LICENSEE shall be in full satisfaction of such obligation to the other.