

## DIRECTOR BOOK PLUS LICENSE

THIS LICENSE is made and entered into as of this \_\_\_\_\_,  
between Advanced Logic Systems, Inc., an Iowa corporation having principal offices at 558  
28<sup>th</sup> Street, Des Moines, Iowa 50312, ("ALS") and \_\_\_\_\_,  
a \_\_\_\_\_ having principal offices at  
\_\_\_\_\_ ("LICENSEE").

### WITNESSETH:

Whereas ALS has developed a web based system (hereinafter defined and referred to as "Director Book Plus"); and

Whereas LICENSEE desires to license Director Book Plus; and

Whereas ALS agrees to grant to the LICENSEE certain rights and licenses in and to Director Book Plus in accordance with the provisions of this License.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Definitions. As used in this License, the following terms shall apply:
  - a. "Director Book Plus" shall mean the software and system which meets the specifications of Schedule A, attached hereto and made a part hereof, together with any improvements and modifications ALS shall make in the system during the term of this License.
  - b. "ALS Web Site" shall mean the web site provided by ALS on which Director Book Plus will operate.
  - c. "Software" shall mean Director Book Plus provided on the ALS Web Site.
  - d. "Subsidiaries" shall mean any company or other entity in which a party has a controlling interest as evidenced by either ownership of a majority of the outstanding shares of such company, or other entity, entitled to vote for the election of directors; or the control, direct or indirect, over the management of such company or entity.
  
2. Warranties and representations. ALS warrants and represents that:
  - a. Director Book Plus and all portions thereof were developed solely by ALS.
  - b. ALS owns or shall own the entire right, title and interest in and to Director Book Plus and all proprietary rights therein, or ALS has or will have sufficient

rights in and to Director Book Plus and all proprietary rights therein to fulfill its obligations under this License.

- c. ALS has the right to enter into this License, to grant to the LICENSEE the rights and licenses set forth herein, and to perform all other obligations of this License.

### 3. Grant.

- a. Subject to the payment of the compensation set forth herein, ALS hereby grants to LICENSEE, and LICENSEE hereby accepts, a perpetual, worldwide, personal, nontransferable (except as otherwise expressly set forth herein), and nonexclusive right and license, with the right to grant sublicenses to subsidiaries, to use Director Book Plus and all portions thereof.
- b. The rights and licenses herein granted to LICENSEE shall be effective as of the date of this License, and ALS shall execute such documents of assignment or license as may be required to effect the foregoing grant of rights and licenses.

### 4. Duties of ALS.

- a. ALS shall perform tasks as are set forth in Schedule B, and in accordance with the timetable for performance as is set forth in Schedule C, Schedules B and C being attached hereto and made a part hereof.
- b. The training and technical assistance required to be performed by ALS pursuant to Schedule B shall be performed at ALS's facilities, but LICENSEE may request that such training and/or technical assistance be provided at other locations. If such training and/or technical assistance are provided at other than ALS's facilities, LICENSEE shall reimburse ALS for the expense associated therewith in accordance with the provisions herein. During the term hereof additional training and technical assistance shall be provided, at LICENSEE's request, upon ALS's then current terms, conditions and charges.
- c. At no additional cost to LICENSEE, ALS shall attempt to correct any and all errors, malfunctions and defects in Director Book Plus and any portions thereof, provided that LICENSEE gives ALS written notice thereof and provides ALS with sufficient information to duplicate such problems.
- d. ALS will support the audit requirements of LICENSEE and its subsidiaries and will share information with LICENSEE regarding any such audits performed at ALS and/or on the ALS Web Site.

- e. ALS will maintain appropriate insurance regarding the ALS Web Site and Director Book Plus.
5. Duties of LICENSEE. LICENSEE shall promptly accept or reject Director Book Plus and all deliverables and tasks, but all of the foregoing shall be deemed accepted if not rejected in writing by LICENSEE within 30 days after the receipt of each thereof.
6. Compensation.
- a. As compensation in full for the License of Director Book Plus, LICENSEE shall pay ALS a fixed price of \$15,000 payable in installments in accordance with the following:
    - i. \$7,500.00 upon execution of this License by both parties; and
    - ii. \$7,500.00 upon completion of design of the system and training of LICENSEE's employees.
  - b. As compensation in full for providing the ALS Web Site on which Director Book Plus will operate, LICENSEE shall pay ALS an annual fee of \$2,500 payable in accordance with the following:
    - i. First annual fee when the system is available to LICENSEE; and
    - ii. Each annual fee thereafter on the anniversary date of when the system was available to LICENSEE.
  - c. LICENSEE may have additional versions of Director Book Plus by paying ALS the following fees:
    - i. A setup fee of \$2,000.
    - ii. An annual fee of \$1,000 for providing the ALS Web Site or continuing updates and support if Director Book Plus is to operate on a web server of LICENSEE.
  - d. Within 15 days after submission of invoices therefor to LICENSEE, LICENSEE shall reimburse ALS for all expenses that it incurs in performing its services hereunder, including the provision of training and technical assistance at other than ALS's facilities. ALS shall submit receipts for all expenses in excess of \$100.

7. Confidentiality.

- a. Director Book Plus and all information relating thereto shall be held in confidence by LICENSEE and Subsidiaries and may not be used by either of them (other than for the furtherance of the purposes of this License) nor disclosed to third parties (except to the extent provided herein) without ALS's prior written consent.
- b. Any and all information disclosed or made available to ALS and Subsidiaries by LICENSEE or Subsidiaries shall be held in confidence by ALS and Subsidiaries and may not be used by either of them (other than for the furtherance of the purposes of this License) nor disclosed to third parties (except to the extent provided herein) without LICENSEE's prior written consent.
- c. The terms and conditions of this License may not be disclosed or made available by either party hereto to third parties without the prior written consent of the other party; but nothing contained herein shall prevent either party from complying with applicable law, regulation or court order.

8. Termination and cancellation.

- a. This License may be terminated/cancelled upon the occurrence of one or more of the following events, and the terminating/cancelling party shall not be liable to the other party solely for the rightful exercise of such right:
  - i. By either party if the other party seeks protection under the bankruptcy laws (other than as a creditor), or any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such party's assets; or
  - ii. By either party if the other party is in default of any material provision of this License and such default is not cured within 30 days after receipt of written notice thereof by such other party.
- b. This License may be terminated/cancelled by LICENSEE for LICENSEE's convenience upon 30 days' prior written notice to ALS.
- c. If this License is terminated/cancelled by either party pursuant hereto, all amounts payable to ALS pursuant hereto shall be immediately due and payable, and all rights and licenses granted to LICENSEE pursuant hereto shall immediately terminate.
- d. If this License is terminated/cancelled by either party pursuant hereto, all annual amounts payable to ALS pursuant to paragraphs 6(b) and (d) shall be

prorated to the date of termination/cancellation. ALS will refund any unearned annual amounts to LICENSEE within 15 days of the date of termination/cancellation.

e. The rights and remedies above provided to the parties hereto shall be cumulative and in addition to all other rights and remedies available to the party in law and in equity.

9. Indemnities. DIRECTOR BOOK PLUS IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS AGAINST INFRINGEMENT, EXPRESS OR IMPLIED, AND THERE ARE NO INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS.

10. Term.

a. Unless otherwise terminated/cancelled as provided herein, the term of this License shall commence on the date first above written and shall continue until terminated as set forth herein.

b. Unless otherwise terminated/cancelled as provided herein, the term of any rights and licenses granted to LICENSEE under patents, copyrights, and other proprietary rights shall be for the full term thereof.

11. Assignment. This License and any rights or licenses granted to LICENSEE hereunder may not be assigned or transferred by LICENSEE without ALS's prior written consent.

12. Notices. All notices required to be given pursuant to this License shall be deemed given when actually delivered, if delivered in person, or three days after being deposited in the United States mails, postage prepaid and addressed to the receiving party as follows:

a. For ALS:      Advanced Logic Systems, Inc.  
                          558 28<sup>th</sup> Street  
                          Des Moines, Iowa 50312

b. For LICENSEE:      \_\_\_\_\_

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13. Entire Agreement. This License is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, representations, and commitments. This License may be amended only by an instrument executed by the authorized representatives of both parties.

14. Governing law. This License shall be interpreted in its entirety in accordance with the laws of the State of Iowa, and both parties agree that the state courts of Iowa shall have exclusive jurisdiction in any controversy relating to or arising out of this License.

In witness whereof the parties hereto have executed this License by their duly authorized representatives and have caused this License to become effective as of the date first above written.

Advanced Logic Systems, Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_

LICENSEE

By \_\_\_\_\_  
Its \_\_\_\_\_

## Schedule A

### Specifications of Director Book Plus:

1. Users.
  - a. Users will be able to logon to a secure web site using their email address as their username and a password of their choosing, which they may change.
  - b. The system will provide the User with a table of contents of the documents available to such User, based on the documents currently available and the User's rights to view such documents.
  - c. The User will select which documents the User wants to view and those documents will automatically be made available to the User together with a table of contents in PDF format. Each document description in the table of contents will be a link to the first page of such document.
  - d. The selections and choices made by the User will continue to be effective when the User later uses the system, until changed by the User.
2. LICENSEE.
  - a. Whenever a User uses the system, LICENSEE will receive an email which details which documents the User requested. A log detailing which documents each User requested and when the documents were requested will be available to LICENSEE.
  - b. LICENSEE will be provided a web based tool which will allow one or more employees of LICENSEE to:
    - i. Establish and change the username, name and rights of each User of the system.
    - ii. Establish and change the structure of the table of contents which will be provided to the Users as they use the system. Such table of contents will allow for chapter titles and chapter subtitles.
    - iii. Establish and change the documents which will be available, where they fit in the table of contents and which Users have rights to view them.
  - c. LICENSEE will be provided a tool which will allow one or more employees of LICENSEE to:

- i. Upload PDF documents to the ALS Web Site.
    - ii. Upload the LICENSEE's encryption key to the ALS Web Site.
  - d. Whenever an employee uploads PDF documents, LICENSEE will receive an email which details which documents were uploaded. A log detailing which documents each employee uploaded and when the documents were uploaded will be available to LICENSEE.
  - e. LICENSEE will be provided with appropriate links so that Users may logon and use Director Book Plus and so that LICENSEE may logon and customize the system to:
    - i. determine the employee who may make the changes described in 2(b) above,
    - ii. make the changes described in 2(b) above,
    - iii. determine the name of the system and
    - iv. determine those employees who may upload PDF documents.
- 3. ALS Web Site.
  - a. ALS will provide the ALS Web Site on which Director Book Plus will operate.
  - b. The ALS Web Site will have the colors, look and feel of LICENSEE's web site.
  - c. All data on the ALS Web Site will be encrypted using 128 bit encryption and the LICENSEE's encryption key.
  - d. All encrypted data on the ALS Web Site will be backed up at least weekly on a server which is separate from the one on which Director Book Plus will operate. Such data, or a portion thereof, will be restored by ALS to the ALS Web Site within one business day after LICENSEE notifies ALS of the need for such restoration.
  - e. All communication to and from the ALS Web Site will be via 128 bit SSL secure communications.
  - f. The machine(s) hosting the ALS Web Site will be in a locked secure building, will have appropriate bandwidth connection to the internet, will have appropriate security and will be available 24/7 with appropriate down time for maintenance.
  - g. Only employees of ALS who need to provide maintenance for the ALS Web Site will have access to the ALS Web Site and only for the purpose of



providing such maintenance.

## Schedule B

Other tasks regarding Director Book Plus:

1. Design.
  - a. With your input, ALS will design your initial Director Book Plus, including defining authorized users and user categories, determining appropriate table of contents and defining documents, specifying who can access documents and locating documents in the table of contents.
  
2. Training.
  - a. ALS will train such employees as designated by LICENSEE regarding:
    - i. How to use the tools described herein.
    - ii. Changing the system design.
    - iii. Naming PDF files for most efficient use of the system.
  - b. ALS will train such Users as designated by LICENSEE regarding:
    - i. Benefits of the system.
    - ii. Use of the system.
    - iii. Viewing, printing and saving PDF files.

## Schedule C

### Timetable for Director Book Plus:

1. Installation of the system.
  - a. The system will be installed and available within 15 days after the License is executed.
2. Design of the system.
  - a. The system will be designed within 30 days after the License is executed.
3. Training.
  - a. Training as designated herein may be conducted at any time mutually convenient to the parties.