



END-USER SOFTWARE LICENSE AGREEMENT

Number: SLA-US-ITN 05C-012N

This End-User Software License Agreement (the “Agreement”) is made by and between:

TRIRIGA INC. (“TRIRIGA”)
a Nevada corporation
located and doing business at
6700 Via Austi Parkway
Las Vegas, NV 89119

&

The School Board of Palm Beach County
(“Licensee”)
with its principal place of business at:
3300 Forest Hill Boulevard
West Palm Beach, FL. 33406

This Agreement shall be effective on

June 30, 2006
(the “Effective Date”)

TRIRIGA INC.

1. SCOPE:

This Agreement contains the terms and conditions related to the licensing of software products and related professional services provided by TRIRIGA. The specific licenses governed by this Agreement will be set forth on one or more schedules ("Schedule A(s)"). The specific services to be provided by TRIRIGA will be set forth on one or more technical schedules ("Technical Service Schedule(s)"). The terms of the fully executed Schedule A(s) and Technical Services Schedule(s) will be incorporated into and will form part of this Agreement.

2. DEFINITIONS:

a) "Addendum" or "Addenda" shall mean any written document signed by both parties which modifies, amends or adds to this Agreement.

b) "Affiliate" shall be defined as any company, corporation, partnership, joint venture, political subdivision, or other entity in which either party directly or indirectly controls at least fifty percent (50%) of the profits or voting rights or which is controlled by a common parent.

c) "Concurrent License" shall mean a type of license under which the Licensee is limited to the number of users provided under the Concurrent License logged into or otherwise using the Product(s) at any one time. Each user who will access the Product(s) under a Concurrent License will have a unique user ID. There may be many users with unique user IDs for a Concurrent License, but only the total number of users licensed under the Concurrent License may be logged into or otherwise using the Product(s) at any one time.

d) "Derivative Work" shall mean a work that is based upon or incorporates the Product(s), in whole or in part, such as a revision, modification, translation, abridgement, condensation, expansion, compilation, or any other form in which the Product(s) may be recast, communicated, transformed, included, or adapted.

e) "Maintenance" shall have the meaning given to it in Section 5 herein.

f) "Named User License" shall mean a type of license under which specific user(s) will access the Product(s). The number of named users will be limited to the number of users set forth in the Named User License.

g) "Product(s)" shall mean the licensed software programs, applications, updates provided under Maintenance, and all associated documentation, including but not limited to user manuals. For purposes of this Agreement, the license granted hereunder shall apply to the Product(s) in executable object code form only, unless otherwise expressly set forth in a Schedule A.

h) "Services" shall mean implementation, training or other professional services related to the Product(s).

3. GENERAL GRANT:

a) TRIRIGA hereby grants to Licensee a nonexclusive, nontransferable license to use the Product(s) identified in the Schedule A(s), for the period specified in each Schedule A, in executable object code form only, in the country designated in

End-User Software License Agreement

the Ship To Address Section of each Schedule A, subject to the terms and conditions set forth in this Agreement, the applicable Schedule A, and any applicable Addendum. Licensee agrees to use the Product(s) for its internal business purposes only, and Licensee shall have no right to sublicense, resell, lease, rent, distribute, operate a software service bureau, operate as an outsourcer, use the Product(s) in a time-sharing arrangement, or except as otherwise set forth in Section 18 herein, transfer such Product(s). Licensee shall have no right to, and agrees not to, disassemble, reverse compile, reverse engineer, create Derivative Works, create a patent based on the Product(s), any portion thereof or any Derivative Works, attempt to discover or modify in any way the underlying source code of the Product(s), or in any way allow any individual or entity to access the Product(s) without a valid license from TRIRIGA for such access. Licensee agrees to abide by the user limitations set forth in the applicable Schedule A(s) regardless of whether the Product(s) is accessed via a client, direct database, a LAN, a WAN, the Internet or any other application program, interface or medium. Licensee will have only one active, "production" installation of the Product(s) at any one time.

b) In the event Licensee contracts with a third party for services directly related to the Product(s), consulting, or outsourcing which would include outsourcing the operation of the Product(s), such third party may have access to the Product(s) licensed herein provided (i) written notice is provided to TRIRIGA and (ii) the third party agrees to comply with the licensing terms set forth herein. Licensee acknowledges and agrees that breaches by such third parties shall be deemed to be breaches by Licensee under this Agreement.

4. TITLE:

Each license granted hereunder only grants Licensee the right to use the specified Product(s) under the terms, conditions, and restrictions specified in this Agreement, the applicable Schedule A, and any applicable Addendum. Licensee does not, and shall not, acquire any other right, title or interest in any Product(s), Derivative Works, or any copyrights or other intellectual property rights therein, which shall at all times remain the property of TRIRIGA or a relevant third party supplier. Licensee hereby acknowledges TRIRIGA's claim that the Product(s), excluding any third party products, have been developed, acquired and/or maintained by TRIRIGA on a confidential basis as TRIRIGA's valuable trade secrets. Licensee agrees to preserve the confidential nature of these trade secrets and Licensee will not permit the use or copying of the Product(s) by, or disclose any information relating to the Product(s) to any third party, except as set forth under Subsection 3(b) herein. Licensee shall not remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Product(s). Licensee shall incorporate such proprietary markings in any back-up or disaster recovery copies made of the Product(s). Licensee acknowledges that TRIRIGA's or its third party suppliers' rights in and to the Product(s) are unique and that financial remedies will be insufficient to compensate TRIRIGA or its third party suppliers for any infringement of such rights. TRIRIGA or its third party suppliers shall be entitled to seek injunctive and other equitable relief, without the requirement of posting a bond, to protect, maintain, defend, enforce, and preserve such rights, in addition to any other remedies that may be available.

5. SUPPORT AND MAINTENANCE:

a) TRIRIGA has established a support and maintenance program (“Maintenance”). If and for so long as Licensee is enrolled in Maintenance, TRIRIGA shall:

- Supply code corrections to Licensee to correct Product(s) malfunctions in order to bring the Product(s) into conformity with the then current published specifications as set out in the documentation for the most current version of the Product(s) unless such malfunctions have been caused by Licensee’s modifications of the Product(s) or unless Licensee’s modifications prohibit or hamper such corrections;
- Provide Licensee with telephone and internet-based support to answer operational questions and to report irregularities within the Product(s). Days and times for such service will depend upon the level of Maintenance contracted for by Licensee as set forth in the applicable Schedule A;
- Supply, so long as commercially practical, updated Product(s) as required to operate under new releases of the operating systems supported by the Product(s). TRIRIGA shall provide Licensee with twelve (12) months notification in the event a currently supported operating system will not be supported in the future;
- Supply all extensions, enhancements, and other changes that TRIRIGA deems to be logical improvements or extensions (“New Releases”) incorporated into the Product(s) that TRIRIGA elects to generally furnish without additional charge to all licensees enrolled in Maintenance for the particular Product(s). Licensee shall receive one (1) copy of each New Release, at no additional charge. TRIRIGA shall provide, via telephone, reasonable assistance to help Licensee install and operate each New Release; and
- Replace the Product(s) at no charge if the media becomes destroyed or damaged.

b) TRIRIGA shall have no support obligations under Maintenance with respect to (i) Product(s) which are modified by or on behalf of Licensee; (ii) malfunctions caused by the use or operation of a Product(s) with any hardware, software, or media not authorized by this Agreement, the applicable Schedule A, or the documentation delivered with the Product(s); (iii) versions of the Product(s) that are more than twelve (12) months older than the most recent generally available release of the Product(s); (iv) malfunctions resulting from incorrect use of the Product(s); (v) malfunctions caused by intentional misuse; (vi) malfunctions attributable to the equipment and programs used in conjunction with the Product(s) or to any other reason external to the Product(s); or (vii) if any previous patches or error corrections of the Product(s) have not been implemented by Licensee or the instructions of TRIRIGA have not been followed.

c) The charge for Maintenance shall be due and payable annually in advance and shall be subject to the requirements set forth in Section 7 herein. At the time of the initial purchase, the Maintenance charge shall be as set forth on the applicable Schedule A. Thereafter, and approximately sixty (60) days prior to the expiration of the then current annual maintenance period, TRIRIGA shall invoice Licensee for the then current charge for the next year of Maintenance as set forth in the applicable Schedule A.

d) Licensee may cancel its enrollment in Maintenance by giving notice of such cancellation at least thirty (30) days prior to the

End-User Software License Agreement

anniversary date of Maintenance. Licensee may not cancel Maintenance on only a portion of the full number of licenses owned by Licensee for any given product line. Termination of Maintenance will not terminate Licensee’s rights to continue to use the Product(s) under the provisions of Section 3 herein. Licensee may re-enroll in Maintenance by complying with the terms of the then current Maintenance Renewal Policy.

e) TRIRIGA reserves the right to discontinue Maintenance for a Product(s) if TRIRIGA generally discontinues such services to all licensees of the applicable Product(s), with twelve (12) months notice to Licensee.

f) TRIRIGA’s obligation to provide Maintenance is dependent on the continued existence of the license to use the Product(s) and, if the license is terminated for any reason, TRIRIGA’s obligations to provide Maintenance will automatically terminate.

6. SERVICES:

a) Licensee may elect to engage the Services of TRIRIGA for optional implementation, training or other Services related to the Product(s). Services shall be provided in accordance with an applicable Technical Services Schedule, which, once executed by the parties, will be incorporated into and will form part of this Agreement.

b) Unless otherwise set forth in the Technical Services Schedule, Licensee shall compensate TRIRIGA for the Services and related costs based on monthly invoices, on a time and material basis. Licensee shall reimburse TRIRIGA for all actual, but reasonable out-of-pocket expenses incurred by TRIRIGA in performance of Services. Receipts shall be provided for all expenses in excess of \$25.00. Unless otherwise set forth in a Technical Services Schedule, the payment provisions in Section 7 shall apply.

c) Any change in scope for Services shall be set forth in a written, mutually executed amendment to the applicable Technical Services Schedule.

d) For twelve (12) months after the completion of any Technical Services Schedule under this Agreement, Licensee nor its agents will solicit for employment or employ, the services of any employees or consultants of TRIRIGA who have provided services under the Technical Services Schedule.

e) Onsite Training courses shall be conducted under the terms of this Section and the applicable Technical Services Schedule. TRIRIGA represents that any training courses provided under a Technical Services Schedule to this Agreement shall: (i) be conducted in accordance with TRIRIGA’s established training course curriculum for the applicable Product(s); (ii) be staffed by TRIRIGA personnel or contractors fully qualified to conduct such training classes; and (iii) include training materials which, at a minimum, will be equivalent to the training materials generally provided to other TRIRIGA customers attending similar training classes. Licensee shall ensure that all its attendees of any TRIRIGA sponsored training program will meet minimum technical competency requirements established by TRIRIGA for participation at such training classes.

f) TRIRIGA warrants to Licensee that the Services rendered under each applicable Technical Services Schedule will be

TRIRIGA INC.

performed in a workmanlike manner with professional diligence and skill.

g) Upon Licensee's payment of all fees for work performed under an applicable Technical Services Schedule, unless otherwise set forth in the Technical Services Schedule, such work and any associated documentation shall become part of the licensed Product(s) under this Agreement. Licensee acquires no other right, title or interest to such work and hereby assigns to TRIRIGA all ownership or other rights it might have in the work.

7. PAYMENT AND TAXES

a) Following the execution of this Agreement, applicable Schedule A by both parties, Licensee shall pay to TRIRIGA or its authorized business partner the relevant license and Maintenance fees as designated in and in accordance with the terms of any Schedule A or business partner invoice (as applicable).

b) TRIRIGA may invoice for all sums payable under this Agreement as they become due and Licensee shall pay each such invoice within thirty (30) days of the date of the invoice or such other period (if any) stated in the relevant Schedule A or Technical Services Schedule. Late payments shall bear interest on the sum due, from the date due, at the rate of one and one-half percent (1 ½%) per month or the highest rate permitted by law, whichever is less.

c) The rights granted under this Agreement are conditioned upon payment of the applicable fees as set forth in Subsections (a) and (b) above. Without prejudice to TRIRIGA's other rights, if Licensee is delinquent in paying the relevant license fee and continues to be delinquent for a period of thirty (30) days after written notification of such delinquency, TRIRIGA shall be entitled in its discretion to terminate the license rights granted herein for the applicable Product(s) as provided in Section 9 herein. Furthermore, if Licensee is delinquent in paying any relevant Maintenance or Services fees, TRIRIGA shall be entitled in its discretion to suspend the provision of any Maintenance or Services under this Agreement until such time as payment is made. With the notice that Maintenance and/or Service are being suspended, TRIRIGA may request payment within thirty (30) days. If payment is not made within the thirty (30) day notice period, TRIRIGA may terminate this Maintenance and any Service project in its discretion, as well as avail itself of its right under Section 9 herein, and any other legal remedy. TRIRIGA may also require Licensee to make all future payments, if any, in advance.

d) All charges referred to in this Agreement are exclusive of taxes. Taxes imposed by government agencies, with the exception of franchise taxes and taxes based upon the net income of TRIRIGA, whether based upon the Product(s), its use, Services or this Agreement (including sales and use taxes) are the additional obligation of Licensee. Should Licensee claim a tax-exempt status, a copy of the exemption must accompany the Schedule A.

8. AUDITS:

a) At TRIRIGA's own expense, TRIRIGA (or its authorized representative) shall be entitled to carry out an annual audit of Licensee's use of the Product(s) at a mutually agreeable date and time to ensure that the licensing obligations and

End-User Software License Agreement

restrictions are being observed by Licensee. Licensee agrees to provide all reasonable assistance while TRIRIGA or its authorized representative conducts such an audit. The confidentiality provisions of Section 11 herein shall be observed at all times by TRIRIGA or its authorized representative.

b) In the event the audit concludes that Licensee has exceeded the usage limits under the applicable Schedule A or otherwise is in violation of its license, TRIRIGA shall invoice and Licensee agrees to pay for the additional licenses in accordance with TRIRIGA's then current published license fees. In addition, if the audit concludes that Licensee has exceeded the usage limits by more than ten percent (10%), Licensee shall reimburse TRIRIGA for all costs associated with such audit.

9. TERMINATION

a) TRIRIGA shall have the right to terminate this Agreement and/or an applicable Schedule A without further obligation or liability to Licensee if (i) Licensee is delinquent in making payments of any license fees due under this Agreement and continues to be delinquent for a period of thirty (30) days after written notification of such delinquency; (ii) Licensee commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by TRIRIGA of such breach; or (iii) a petition alleging insolvency is filed by or against Licensee or a receiver is appointed for any part of Licensee's business, or its assets are assigned for the benefit of the creditors. Notwithstanding the foregoing, TRIRIGA shall have the right to terminate this Agreement and/or any applicable Schedule A without further obligation or liability to Licensee if Licensee commits a breach of Sections 3 or 4 herein and fails to remedy such breach within five (5) days after written notice by TRIRIGA of such breach.

b) Upon expiration or termination of this Agreement and/or any applicable Schedule A for any reason, the license and all other rights granted to Licensee hereunder shall immediately cease, and Licensee shall immediately, subject to the requirements of Chapter 119 Florida Statutes: (i) return the Product(s) to TRIRIGA together with all reproductions of the Product(s) and all copies of documentation and other materials associated with the Product(s); (ii) purge all copies of the Product(s) or any portion thereof from all CPU's and/or Network Servers and from any computer storage device or medium on which Licensee has placed or permitted others to place the Product(s); (iii) pay TRIRIGA all amounts due and payable up to the date of termination; and (iv) give TRIRIGA a written certification that Licensee has complied with all of its obligations under (i) and (ii) in this Subsection. TRIRIGA's termination of this Agreement and/or repossession of the Product(s) shall be without prejudice to any other remedies.

c) The provisions of Sections 2, 4, 7, 8, 9, 11, 12, 13, 14, 18 (except for subsection i), and 19 shall survive expiration or termination of this Agreement.

10. SOURCE CODE:

a) In the event that TRIRIGA is liquidated or dissolved and that TRIRIGA's obligations under this Agreement are not assumed by a successor or assignee, or TRIRIGA generally discontinues support for a Product(s) and a replacement product which

TRIRIGA INC.

substantially performs the same function is not available from TRIRIGA, TRIRIGA shall then provide a current copy of the source code program statements and documentation for the Product(s) (excluding third party owned products) licensed pursuant to this Agreement to Licensee and Licensee shall be deemed to have a limited, nonexclusive, nontransferable, fully paid license to use such material for the remainder of the term of each license set forth in the applicable Schedule A; provided that Licensee is not then in default of any of its obligations under this Agreement and Schedule A and that Licensee is currently enrolled in Maintenance; and provided further, that such materials shall not be used by Licensee or its agents for any purpose other than the internal support and maintenance of the Product(s) and will not be used or disclosed to any person for any other purpose whatsoever. Licensee is strictly prohibited from duplicating, selling, licensing, or in any way marketing source code provided pursuant to this Section.

b) Licensee may elect to participate as a named beneficiary in TRIRIGA's established software escrow program. The terms for release and restrictions on use are subject to the conditions set forth in Subsection (a) above. This is an optional program and as such Licensee must request its participation, in writing, to TRIRIGA. All costs associated with adding Licensee's name to the account and the annual fees to maintain Licensee as a beneficiary shall be paid by Licensee.

11. CONFIDENTIAL INFORMATION:

Subject to the requirements of Chapter 119, Florida Statutes, if either party receives from the other party information which is either marked as being confidential or which due to the nature of such information and the circumstances under which it was disclosed, ought reasonably to be treated as confidential information of the party disclosing it, the receiving party agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. Confidential Information includes all nonpublic information. Confidential Information includes, without limitation, current and planned financial, operational, organizational, employee, marketing, research and development, information relating to released or unreleased software products, mergers or acquisitions, and information received from third parties that a party is obligated to treat as confidential. Confidential Information includes not only written information but also information transferred orally, visually, electronically, or by other means and including copies thereof. Confidential Information disclosed to either party by any Affiliate and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that: (i) is or becomes available to members of the public other than by breach of this Agreement or other duty by the recipient or the disclosing party; (ii) is in rightful possession of the party receiving the information without an obligation of confidentiality; (iii) subject to the requirements of Chapter 119, Florida Statutes is required to be disclosed by operation of law; provided, however, that prior to any such disclosure the receiving party shall provide the disclosing party with prompt notice of such disclosure so that the disclosing party may seek, at its expense, an appropriate protective order; or (iv) is independently developed by the receiving party without reference to information disclosed by the other party

End-User Software License Agreement

hereunder. With respect to each confidential disclosure, the obligations of confidentiality set forth in this Section shall survive for three (3) years following disclosure of such Confidential Information, with the exception of trade secret information, which the parties agree not to disclose at any time during or following the term of this Agreement without the disclosing party's prior written consent.

12. LIMITED WARRANTY

a) TRIRIGA represents and warrants to Licensee that has sufficient rights in and to the Product(s) to grant Licensee the license granted under this Agreement. TRIRIGA further warrants that the Product(s) delivered to Licensee under this Agreement will substantially conform in all material respects with the published documentation delivered with the Product(s) during the warranty period specified in the applicable Schedule A, and that any medium on which the Product(s) are supplied is free from defects in materials and workmanship under normal use (the "Warranty"). In the event the Product(s) fails to perform as stated in this Warranty, and upon written notice to TRIRIGA within the warranty period, TRIRIGA shall either: (1) use its reasonable commercial efforts to repair the Product(s), at TRIRIGA's facilities, to comply with the Warranty; or (2) replace the Product(s) to comply with the Warranty. If, in TRIRIGA's sole discretion, TRIRIGA is unable to correct the defect within the Warranty period, or if in TRIRIGA's opinion neither option 1 nor 2 is commercially feasible for TRIRIGA, TRIRIGA shall terminate this Agreement, the license and/or applicable Schedule A by notice to Licensee and shall refund Licensee the applicable license fees and the unused portion of the Maintenance fees. This Warranty is contingent upon proper use of the Product(s) in the operating environment specified in the Schedule A. Notwithstanding whether any remedy fails of its essential purpose, the forgoing states Licensee's sole remedy under the Warranty in this Subsection.

b) TRIRIGA and its third party suppliers do not warrant that the functions contained in the Product(s) will meet the requirements of Licensee or that the operation of the Product(s) will be error free. The Warranty does not cover any copy of the Product(s) that has been altered in any way by Licensee or any third party, their employees or agents. TRIRIGA and its third party suppliers are not responsible for problems that occur as a result of the use of the Product(s) in conjunction with other software or hardware that is incompatible with the operating system for which the Product(s) is being acquired or resulting from Licensee's failure to maintain any equipment or operating system on or with which the Product(s) is installed.

c) TRIRIGA makes no representation or warranty and accepts no obligation in relation to any non-embedded third party software agreed to be supplied by TRIRIGA to Licensee pursuant to this Agreement (which will be identified as third party software on the applicable Schedule A(s)). All warranties, terms, conditions, undertakings and representations of any kind, express or implied, statutory or otherwise relating to such third party software including, without limitation, as to the condition, quality, performance, satisfactory quality or fitness for the purpose of the third party software or any part thereof, are hereby expressly excluded to the fullest extent permitted by law.

TRIRIGA INC.

d) Only the President or COO of TRIRIGA may make modifications to the Warranty or additional warranties binding on TRIRIGA, and such modification or additional warranties must be in writing and signed. Accordingly, additional statements such as those made in marketing or sales presentations, oral or written, do not constitute warranties by TRIRIGA and should not be relied upon as such.

TRIRIGA GRANTS NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NONINFRINGEMENT, OR (IV) ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

13. LIMITATION OF LIABILITY:

IN NO EVENT SHALL TRIRIGA BE LIABLE IN CONTRACT OR TORT FOR LOSS OF REVENUES, PROFITS, GOODWILL, LOST COMPUTER TIME, DAMAGE OR LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGE SUFFERED OR INCURRED BY LICENSEE IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT, INCLUDING ANY PRODUCT(S) LICENSED, MAINTENANCE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR DAMAGES UNDER SECTIONS 11 AND 14, TRIRIGA'S LIABILITY FOR OTHER DAMAGES RESULTING FROM OR RELATING TO PRODUCT(S) SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE UNDER THE APPLICABLE SCHEDULE A FOR PRODUCT(S). TRIRIGA'S LIABILITY FOR OTHER DAMAGES RESULTING FROM OR RELATING TO MAINTENANCE OR SERVICES, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE DURING THE PREVIOUS TWELVE (12) MONTH PERIOD FOR SUCH MAINTENANCE OR SERVICES. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT THE PRODUCT(S) AND SERVICES ARE SUITABLE FOR ITS PURPOSE AND FOR THE CONSEQUENCES OF ANY USE OF THE PRODUCT(S) AND SERVICES. TRIRIGA SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY LICENSEE BASED ON THE RELIANCE BY LICENSEE ON ANY RESULTS OR DATA OBTAINED FROM THE USE OF THE PRODUCT(S). THIS AGREEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY ENFORCEABLE RIGHT IN ANY THIRD PERSON, FIRM, CORPORATION, OR OTHER ENTITY.

14. INDEMNIFICATION FOR INFRINGEMENT

a) TRIRIGA will defend and hold harmless, at its own expense, any infringement claim, demand, suit or action by a third party against Licensee for any actual or alleged infringement or violation of any patent, copyright, trade secret, or other proprietary rights attributable to Licensee's use of any licensed Product(s) consistent with this Agreement ("Infringement Claim"). TRIRIGA also shall indemnify Licensee against any loss, cost, expense, liability, or damages finally awarded (without right of appeal) against Licensee, or settlement as a consequence of such Infringement Claim. TRIRIGA shall have sole control of the defense or settlement of any Infringement Claim. Notwithstanding anything to the contrary contained herein, TRIRIGA shall have no obligation whatsoever under this Section to the extent that an Infringement Claim is based on any modifications, disassembly or reverse engineering of the Product(s) by or on behalf of Licensee (other than modifications by TRIRIGA), or any claim, demand, suit, or action arising out of the unauthorized

End-User Software License Agreement

combination, operation or use of the Product(s) by Licensee. TRIRIGA shall have no liability for any infringement Claim based on Licensee's refusal to use a modified or replacement Product(s) supplied or offered to be supplied by TRIRIGA.

b) In the event that an injunction or order is issued by a court of competent jurisdiction against Licensee's use of any Product(s) resulting from an infringement claim to which TRIRIGA's defense and indemnity duties apply, or if in TRIRIGA's opinion any Product(s) is likely to become the subject of a claim of infringement of a copyright, trade secret, or other proprietary right of a third party, TRIRIGA shall have the right in its sole discretion and expense to pursue any of the following: (i) to procure for Licensee's benefit the right to continue using the Product(s); or (ii) to replace or modify the Product(s) so that it becomes non-infringing unless any such modification or replacement would adversely affect the specifications for the Product(s) or its use by Licensee. If either option (i) or (ii) are not commercially practical, TRIRIGA shall terminate the license for the affected Product(s) by written notice to Licensee and refund a portion of the license fees paid for the affected Product(s). The refund will be the portion of the license fee paid remaining on a sixty (60) month, straight line amortization from the day the Product(s) was first licensed to Licensee. This Subsection states Licensee's exclusive remedy and TRIRIGA's entire liability for infringement indemnity.

c) TRIRIGA's obligations of indemnity and defense set forth above are conditioned on (i) Licensee having provided prompt written notice of the Claim to TRIRIGA sufficient for TRIRIGA to file its timely response; (ii) TRIRIGA having the sole right to conduct and control the defense and settlement of any such Claim at its discretion; (iii) Licensee providing assistance, at TRIRIGA's expense, in connection with such Claim as reasonably requested by TRIRIGA; (iv) Licensee making no admissions in respect of such Claim without TRIRIGA's prior written consent; (v) Licensee's compliance with all reasonable instructions relating to the Claim given by TRIRIGA; and is only applicable to third party Claims brought in the country designated in the Ship To address on the Schedule A.

Conversely, if a claim is brought by a third party alleging that the manner of Licensee's use of the Product(s) violates the business process intellectual property of the third party, Licensee will, subject to the limitations set forth in Section 768.28, Florida Statutes, indemnify TRIRIGA on the same basis as set forth in this Section.

15. THIRD PARTY PRODUCTS AND SERVICES:

a) If any of the Product(s) set forth on the applicable Schedule A consist of third party software products that will be embedded with TRIRIGA's Product(s) listed thereon, Licensee understands and agrees that such third party software products are offered to Licensee on a reseller basis with such third party supplier. The direct relationship shall be between Licensee and TRIRIGA under this Agreement and the applicable Schedule A; provided, however, that Licensee hereby agrees that the protective and restrictive covenants set forth herein and the applicable Schedule A as to such third party products apply equally for the benefit of TRIRIGA and the applicable third party supplier.

b) All non-embedded third party software products supplied to Licensee under a Schedule A hereto are licensed to Licensee

TRIRIGA INC.

under the terms (including but not limited to the restrictions on use, warranty, and support) of the original manufacturer's license agreement which is supplied with such third party software and Licensee shall comply with such terms and conditions at all times.

c) All third party services related to third party software products supplied to licensee under a TRIRIGA Technical Services Schedule are provided to Licensee pursuant to the terms of the original manufacturer's policies and procedures regarding such services which Licensee agrees to comply with at all times. Such policies and procedures shall be set forth in the applicable third party document which is available from TRIRIGA. Licensee understands and agrees that TRIRIGA shall have no liability or other obligation whatsoever (including but not limited to warranty and support) regarding such services.

16. EXPORT RESTRICTIONS:

Licensee agrees not to export or re-export, or permit exportation or re-exportation of the Product(s) outside of the country in which Licensee first receives the Product(s) from TRIRIGA without first obtaining TRIRIGA's prior written consent and (i) in each instance obtaining any required written permission to do so from the United States Office of Export Administration and other appropriate governmental agencies or (ii) complying fully and strictly with all requirements of any general license issued by the United States Office of Export Administration and any other appropriate governmental agencies exempting the exportation or re-exportation from the requirement for that permission.

17. DELAY AND FORCE MAJEURE:

Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement (except in the case of non-payment by Licensee of any fees or charges pursuant to this Agreement), if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including without limitation any delay caused by any act or default of the other party).

18. GENERAL:

a) Licensee's rights in and to use the Product(s) pursuant to this Agreement are personal to Licensee and may not be assigned, sub-licensed, leased, sold, offered for sale, charged a fee for usage by a third party, or otherwise transferred by Licensee without the prior written approval of TRIRIGA.

b) Notwithstanding Subsection (a) of this Section, either party may assign its rights, duties and obligations pursuant to this Agreement to any entity (i) to which it is Affiliated, (ii) into which it may be merged or reorganized or (iii) to which all or substantially all of its capital stock or assets may be sold or assigned, so long as the assignee agrees in writing to be bound by the terms of this Agreement.

c) In the event of any dispute, claim, or disagreement arising from or related to this Agreement, or a breach of this Agreement which cannot be resolved through direct negotiation of the parties, prior to the initiation of litigation by either party, the parties agree to submit the dispute to non-binding mediation. Within seven (7) days of the delivery of written notice by either party that mediation is required, the parties will jointly select a mediator and agree to the

End-User Software License Agreement

process for mediation. In the event that the parties are unable to agree in writing to the selection of a mediator and the mediation process, the mediation will be conducted under the terms of the American Arbitration Association, Commercial Mediation Procedures. Any mediation, whether under a mutually agreed mediator and procedure or under the American Arbitration Association, will be conducted in Palm Beach, Florida.

If the mediation does not result in a mutually agreeable, written resolution, either party may commence litigation to resolve the dispute.

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws, rules and principles, except where preempted by, or in conflict with federal law. In the event any action under this Agreement is commenced by TRIRIGA, the parties consent to exclusive jurisdiction in the state or federal courts located in Palm Beach County, Florida, and in the event any action under this Agreement is commenced by Licensee, the parties consent to exclusive jurisdiction in the state or federal courts located in Clark County, Nevada; provided, however, that injunctions or other pre-judgment remedies, as well as enforcement of orders or judgments of the court located in Clark County, Nevada, may be sought from any court having competent jurisdiction.

d) The party prevailing in any action or proceeding between the parties arising under or related to this Agreement or the subject matter hereof shall be entitled to recover its reasonable attorneys' fees and expenses in addition to costs of suit and such other recovery and relief as may be authorized by law.

e) Notices to either party shall be in writing to the address indicated in this Agreement, and deemed effective when received, or twenty four (24) hours following the date of postmark, if sent by prepaid certified mail, return receipt requested.

f) Should any provision of this Agreement be judicially determined to be invalid, ineffective, illegal, void, violable or unenforceable in any respect under present or future laws, permitted by applicable law in a jurisdiction, then the provisions shall be reformed by the court to be as close to the intent of such provision as is enforceable and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

g) No failure or delay on the part of either party in the exercise of any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

h) The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

i) Licensee agrees that TRIRIGA may use Licensee, its name and logo, as a reference site, which may include phone references and visits to Licensee's site. Such references shall be scheduled at mutually agreeable dates and times. Licensee further agrees that TRIRIGA may use Licensee as a success story for publication, and include Licensee's name and logo on

TRIRIGA INC.

a customer reference list that TRIRIGA may provide to potential licensees of TRIRIGA's products, as well as its customer lists and references contained on TRIRIGA's Web Site and other marketing and advertising material.

j) It is the intention of the parties that TRIRIGA shall be an independent contractor and not an employee, agent, joint venture, or partner of Licensee. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and either TRIRIGA or any employee or agent of TRIRIGA with respect to the services provided herein.

k) If Licensee is located in a European Union country, the parties acknowledge that, in the European Union countries, a software directive by the European Union Commission mandates that a customer of software shall be lawfully entitled to decompile such software for the purpose of obtaining the information necessary to achieve the interoperability of an independently created computer program with other programs, provided, among other things, that such information has not previously been readily available, and such decompilation is confined to the parts of the licensed program which are necessary to achieve interoperability (the "Interoperability Information"). Licensee acknowledges that, as applicable, TRIRIGA makes such Interoperability Information available to Licensee, and that, accordingly, Licensee shall not claim or exercise any such right of decompilation.

l) TRIRIGA shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers or commercial customers. TRIRIGA shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities; provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Palm Beach County School Board Policy 6.143. TRIRIGA understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment or other sanctions.

End-User Software License Agreement

m) Upon Licensee's request, and upon the filing of a complaint against TRIRIGA pursuant to Palm Beach County School Board Policy 6.144, TRIRIGA agrees to provide Licensee, within sixty (60) calendar days, a truthful and complete list of all of the names of all subcontractors, vendors and suppliers that TRIRIGA has used in the past five (5) years on any of its contracts that were undertaken within Licensee's relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by TRIRIGA for each subcontract or supply contract. TRIRIGA agrees to fully cooperate in any investigation conducted by Licensee pursuant to this Policy. TRIRIGA understands and agrees that violation of this clause is a material breach of this Agreement, and may result in contract termination, debarment or other sanctions.

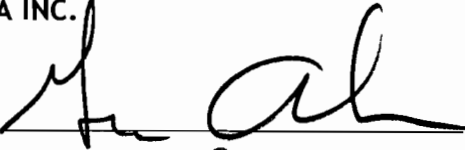
19. ENTIRE AGREEMENT AND AMENDMENTS:

This Agreement shall consist of the terms and conditions set out in the main body of this Agreement together with those provisions set out in the Schedule A(s), Technical Services Schedule(s), and Addenda relating to this Agreement and signed by the parties to this Agreement. This Agreement shall constitute the entire, integrated agreement and understanding between the parties and supersedes all prior agreements representations and understandings between the parties. In the event there is a conflict between the terms and conditions in a specific Schedule A or Technical Services Schedule, and the terms and conditions in this Agreement, the terms and conditions in the Schedule shall supersede for the specific license granted or Services provided under that particular Schedule. This Agreement may not be modified or varied in any way except where such amendment or variation is in writing and signed by both parties. The terms and conditions of any side letter (unless signed by the President or COO of TRIRIGA), Licensee's purchase order or other document submitted by Licensee SHALL NOT APPLY TO THE SUBJECT MATTER OF THIS AGREEMENT, NOR SHALL THEY BE OF ANY FORCE OR EFFECT OR GOVERN OR AMEND IN ANY WAY THE TERMS OF THIS AGREEMENT. TRIRIGA's failure to object to provisions contained in any purchase order or other communication shall not be construed as a waiver of this Section.

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

TRIRIGA INC.

LICENSEE: THE SCHOOL BOARD OF PALM BEACH COUNTY

By: 
Name: George Ahn
Title: President & Chief Executive Officer

By: _____
Name: Thomas E. Lynch, Board
Title: Board Chairman

Attest: _____
Arthur C. Johnson, Ph.D., Superintendent

Date: _____

**Reviewed and Approved
as to Legal Sufficiency** 



Schedule A

| | | |
|--|------------------|-----------|
| | Schedule Number: | 9073 |
| | Area Manager: | E. Singer |

SECTION A The School Board of Palm Beach County

This Schedule incorporates by reference all Terms and Conditions of that certain Software License Agreement, effective as of June 30, 2006 between TRIRIGA INC. and The School Board of Palm Beach County ("Licensee"): SLA-US-ITN 05C-012N

| | |
|--|--|
| Prices in this Schedule A are valid until: 06/30/06 | License Commencing On: 06/30/06 |
| License Type: (X) Perpetual () ASP | ASP Usage Period (if applicable): |
| Licensed Database Platform: () Oracle (X) SQL () Sybase | Licensed Platform (Applicable to 8i and Projects only): (X) NT () Unix () Linux |
| | IP Address (to the 4 th octet): |

SECTION B

Licensee Ship to Address:

Licensee Bill To Address:

| | | | |
|--------------|---------------------------------------|--------------|---------------------------------------|
| Company Name | The School Board of Palm Beach County | Company Name | The School Board of Palm Beach County |
| Address | 3300 Forest Hill Blvd | Address | 3300 Forest Hill Blvd |
| | State/Province | | Suite A323 |
| | FL | | State/Province |
| | FL | | FL |
| City | West Palm Beach | City | West Palm Beach |
| Postal Code | 33406 | Postal Code | 33406 |
| Country | USA | Country | USA |
| Attn | Lata Guntur | Attn | Accounts Payable |
| Phone | | Phone | |

Requisition Code or Purchase Order Number, Contact Name, and Email Address: Nancy Kowalczyk, 'kowalczyk@palmbeach.k12.fl.us'

| SECTION C | | License Fee (in US\$) |
|--|--|----------------------------------|
| Number of Seats | Licensed Products | |
| FacilityCenterProduct Licenses: | | |
| | FacilityCenter Site License (includes the following modules) 100 FacilityCenter 9 Real Estate 100 FacilityCenter 9 Facilities Management 100 FacilityCenter 9 Projects 05 FacilityCenter 9 Employee Self Service - 1,000 pack 05 API Read/Write 03 FacilityCenter 9 TRIRIGA Application Builder (Momentum) | \$655,000 |
| | FacilityCenter Operations Site License 100 FacilityCenter 9 Operations | No Charge |
| | Additional FacilityCenter 9 Licenses: 01 Crystal Reports for FacilityCenter & Projects 9 - CPU (3 Concurrent User Pack) 50 TRIRIGA Viewer Powered by Brava 01 CAD Integrator | \$ 5,000 \$12,500 \$ 4,000 |
| | Total Software License Fees | \$676,500 |
| | Annual Maintenance: Platinum Annual Maintenance | \$108,240 |
| | Total: Software License Fees plus First Year's Annual Maintenance | \$784,740 |
| Additional Terms and Conditions: | | |
| <ol style="list-style-type: none"> 1. For a period of six (6) years from the effective date of this Schedule A, for all licenses designated as "Site Licenses" above, Licensee may add additional user licenses of the products for no additional fees. At the end of such six (6) year period, the licenses deployed will represent the licence count moving forward and additional licenses and or products can be purchased as needed at the then-current list price with a discount of 35%. 2. Access to the FacilityCenter Site License is limited to Licensee's employees, authorized contractors and agents working for or on behalf of Licensee. 3. Licensee may replicate the above-described licenses for the purpose of hot or cold standby or backups as needed. 4. The annual Maintenance Fee noted above shall be fixed for a period of six (6) years. Thereafter the cost will not increase more than the annual Consumer Price Index (CPI). 5. The licenses issued under this Schedule A will be valid for either Oracle or Microsoft Databases 6. A 2% discount of the software license fees will be given for payments received within 15 days of signature of this Schedule A. 7. There are no limitations in the number of processors a server can contain. 8. During the first year's Maintenance period, Licensee may have up to three people trained at TRIRIGA's Corporate Headquarters for each course that TRIRIGA offers for no additional fees; provided, however, that Licensee shall be solely responsible for all travel and other expenses of such trainees. 9. TRIRIGA acknowledges that, as of the date of this Schedule A, its two preferred mobile solutions are Jcube and Syclo. 10. TRIRIGA agrees that changes made through its licensed Software Development Kit (Momentum), will be upgradeable to future versions of its software. | | |

11. TRIRIGA will provide Platinum Maintenance. As part of the standard Platinum Maintenance, TRIRIGA will assign an account manager that is a Level II Engineer with the following qualifications:

The primary responsibility of the Level II Engineer is to provide support to customers whose issues could not be resolved by a Level I Engineer. The Level II Engineer is also expected to assist Level I Engineers with any immediate questions they may have regarding customer issues and will engage in problems related to Platform such as Data Analysis and Systems Optimization along with the configuration of supporting applications such as Oracle, MS SQL databases; BEA Weblogic; JBoss, and Websphere application servers; Apache and IIS Web Servers; Brava Server; and Business Objects Crystal Reports Application Server.

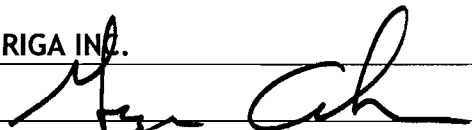
As of the time of this Schedule A, the account manager is Scott Ruch.

12. As part of Platinum Maintenance, customer is entitled to two (2) days of on site support. In the event Licensee desires to obtain additional hours from TRIRIGA's Professional Services department in the context of Platinum Maintenance, such services shall be provided at the following hourly rates:


All amounts stated on this Schedule exclude any sales tax; value added tax, duties, shipping or other third party fees and/or taxes (where applicable).

| | | | |
|--------------------------------|--------------------|-----------------------------|---|
| Terms: See terms above. | Tax Exempt? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes, reason: District is Tax Exempt; certificate # 60-22-113432-53C |
|--------------------------------|--------------------|-----------------------------|---|

Warranty Period
 A twelve (12) month warranty is provided as specified in the Software License Agreement for first-time licensed products from Licensee's receipt of the products originally licensed under this Schedule A. Usage upgrades (users, units, etc.), product swaps, upgrades and/or migrations do not receive a renewed warranty term.

| | | | |
|---|--|--|--|
| TRIRIGA INC. | | LICENSEE: The School Board of Palm Beach County | |
| By:  | | By: | |
| Name: George Ahn | | Name: Thomas E. Lynch, | |
| Title: President & Chief Executive Officer | | Title: Board Chairman | |
| Date: <i>June 20, 2006</i> | | Date: | |

Attest: _____
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved
as to Legal Sufficiency

6/20/06