

MASTER SOFTWARE LICENSE AGREEMENT

This Master Software License Agreement (hereinafter the "Agreement") is made as of the day of, 20..... (the "Effective Date") between Parge Yazilim Danismanlik Tic.A.S. having offices at Ihlamurkuyu Mh. Gumussuyu Cd. Meral Plaza No:5/9 Umraniye, 34771 Istanbul-Turkey ("PARGESOFT"), and, having offices at ("Client").

Now Therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. CERTAIN DEFINITIONS

1.1. "Developments" means any code, portions of code, ideas, know-how, or techniques developed by or for PARGESOFT and provided to Client pursuant to a Consulting Services Schedule or Software Support, including, but not limited to any modifications, enhancements, fixes, versions, updates, upgrades or releases of the Programs.

1.2. "Direct Competitor of PARGESOFT" means a person or entity controlling, controlled by or under common control with a person or entity whose primary business is the development of EDI translation, compliance management or EDI integration processing software and systems.

1.3. "Documentation" means PARGESOFT' current user manuals, handbooks and installation guides provided by PARGESOFT to Client and relating to the licensed Programs.

1.4. "Internal Use" means use of the Licensed Materials solely for Client's

internal business purposes. Without limiting the foregoing, Internal Use does not include the use of Licensed Materials for operation of a time sharing service or services bureau or distribution of the Licensed Materials as part of an ASP, VAR, OEM, distributor or reseller arrangement.

1.5. "License Schedule" means a schedule to this Agreement pursuant to which PARGESOFT and Client agree to add Program(s) to the scope of this Agreement.

1.6. "Licensed Materials" means the Programs and Documentation.

1.7. "Licensed User" means an employee of Client, its subsidiaries, service providers and suppliers, who Client permits to access and use the Licensed Materials pursuant to Client's license hereunder, solely for Client's Internal Use.

1.8. "Program(s)" means the software program(s), licensed hereunder and identified in a License Schedule together with Developments.

1.9. "Software Support" means those software support services to be provided by PARGESOFT pursuant to Section 4.

2. LICENSE

2.1. License Grant. Subject to the terms and conditions of this Agreement, PARGESOFT hereby grants, and Client hereby accepts, a perpetual (unless terminated under Section 8), non-exclusive, non-transferable, worldwide license (i) to use the Program(s) in object code form only, solely for Internal Use and to use and make a reasonable number of copies of the Documentation solely for Internal Use in connection with Client's use of the Programs. Client agrees that Client shall be responsible for limiting access to the Programs solely to Licensed Internal Users through the use of reasonable security measures. In addition, Client agrees that all use by Licensed Users must comply with all provisions of this Agreement applicable to Client, and that Client shall be responsible for all use of the Programs by such Licensed Users.

2.2. Licensing of Programs. As of the Effective Date, the programs set forth in License Schedule No. 1 and attached hereto as Exhibit A (if any) shall be deemed Programs and subject to the terms and conditions of this Agreement. From time to time, Client and PARGESOFT may license additional software programs by executing a License Schedule identifying such additional programs and the license fees associated therewith. Upon execution by both parties of a License Schedule, the software programs identified therein shall be deemed Programs and subject to the terms and conditions of this Agreement.

2.3. Consultant Use of the Programs. Client may permit a third party to access the Licensed Materials solely for the performance of services for Client for Client's Internal Use, provided that: (i) prior to such access, Client shall cause such third party to agree in writing to protection of Confidential Information and Proprietary Rights no less restrictive than the protection set forth in Sections 7 and 8; (ii) Client may not permit such access to any third party that is a Direct Competitor of PARGESOFT; and (iii) Client shall be responsible and assume all liability for the actions of any third party to which it permits access to the Licensed Materials.

3. SOFTWARE SUPPORT

3.1. Software Support. Subject to payment by Client of amounts due hereunder, including the applicable annual fee for Software Support (the "Annual Software Support Fee"), PARGESOFT will support licensed Programs pursuant to the terms and conditions set forth in the document titled PARGESOFT Support Terms and Conditions as amended by PARGESOFT from time to time ("Support Terms and Conditions"). PARGESOFT may change the URL of the Support Terms and Conditions upon written notice to Client. Software Support for the Programs licensed pursuant to Exhibit A commences upon the Effective Date of the relevant License Schedule. Software Support continues for a term of one year after commencement and is automatically renewed each year thereafter, unless notice has been made in writing at least sixty (60) days prior to the anniversary date of such commencement.

3.2. Annual Software Support Fee. The first year's Annual Software Support Fee is set forth in the applicable License Schedule. The Annual Software Support Fee in subsequent years is subject to change and shall be due on the anniversary of the Effective Date.

4. PAYMENT

4.1. Software License Fees. Client agrees to pay PARGESOFT the license fee (the "Software License Fee") with respect to each Program set forth in an applicable License Schedule.

4.2. Invoices; Currency. PARGESOFT will invoice the Software License Fee and Annual Software Support Fee with respect to the first year of Software Support upon execution of this Agreement or the relevant License Schedule. All invoices will be paid by Client thirty (5) days after receipt thereof. Payments shall be made in United States dollars. Any amounts not paid when due shall accrue interest at the rate of 1 % per month, but not to exceed the maximum amount as allowed by law. Client agrees to pay PARGESOFT all reasonable costs and expenses of collection, including attorney's fees.

4.3. Purchase Order Numbers. Client shall promptly provide PARGESOFT with any purchase order numbers required for processing by Client of PARGESOFT' invoices. The issuance or failure to issue a purchase order or to provide a purchase order number to PARGESOFT shall in no way affect the obligations contained herein.

4.4. Taxes. Amounts payable under this Agreement are exclusive of any governmental, sales, property, use, value-added, or similar taxes, or customs duties, and any such taxes and duties are the responsibility of Client, whether such taxes and duties are now in force or enacted in the future. Client, however, shall not be responsible for taxes based on PARGESOFT's income.

5. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

5.1. Warranty; License Grant. PARGESOFT warrants that it has the right to grant the license to the Licensed Materials granted herein.

5.2. Limited Warranty; Programs. The Programs, as of the date of delivery and for a period of forty-five (45) days thereafter, shall comply in all material respects with the specifications set forth in the Documentation for such Programs. Client's exclusive remedy, and PARGESOFT' sole liability, for a breach of this warranty shall be for PARGESOFT to repair or replace the Programs so that the Programs delivered to Client comply with such warranty, or, at PARGESOFT' option, terminate this Agreement and refund the Software License Fees paid hereunder with respect to such non-compliant Program(s).

5.3. Limitation on Liability. CLIENT'S EXCLUSIVE REMEDY AND PARGESOFT' AND ITS LICENSORS ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO PARGESOFT FOR THOSE LICENSED MATERIALS AND CONSULTING SERVICES PROVIDED HEREUNDER UPON WHICH THE LIABILITY IS BASED.

5.4. Disclaimers. EXCEPT AS SET FORTH IN SECTIONS 5.1-5.2, THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND PARGESOFT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARGESOFT DOES NOT REPRESENT THAT THE PROGRAMS WILL BE ERROR FREE. IN NO EVENT SHALL PARGESOFT OR ITS LICENSORS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, ARISING UNDER THIS AGREEMENT OR RELATING TO THE

LICENSED MATERIALS, EVEN IF PARGESOFT OR ITS LICENSORS HAVE BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL APPLY EVEN IF A REMEDY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5.5. Equitable Relief. Because Client's breach of any of its obligations set forth in Sections 6 or 7 will irreparably harm PARGESOFT and substantially diminish the value of PARGESOFT's proprietary rights in the Programs and Documentation, Client agrees that, if it breaches any of its obligations under Sections 6 or 7, PARGESOFT shall, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce Client's obligations and to protect PARGESOFT's proprietary rights without being required to post a bond.

5.6. Indemnification by Client. Client agrees to indemnify and defend PARGESOFT, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the "PARGESOFT Indemnitees") from and against any and all liabilities, losses, damages, claims, suits, and expenses, including without limitation reasonable attorneys' fees, of whatever kind and nature imposed upon, incurred by or asserted against the PARGESOFT Indemnitees relating to or arising out of a breach by Client of Sections 6 or 7. Client shall pay all costs and damages finally awarded against the PARGESOFT Indemnitees in such an action provided that PARGESOFT gives Client prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. Client shall pay PARGESOFT's reasonable expenses associated with providing such assistance.

5.7. Indemnification by PARGESOFT. Except as set forth in Section 5.10, PARGESOFT agrees to indemnify and defend Client, its affiliates and their respective directors, officers, agents, employees, successors, and assigns (collectively, the "Client Indemnitees") from and against any and all liabilities, losses, damages, and expenses (including without limitation reasonable attorneys' fees), of whatever kind and nature imposed upon or incurred by Client Indemnitees relating to or arising out of any third-party claim or suit brought against the Client Indemnitees alleging that the Licensed Materials, as furnished hereunder and used as contemplated by this Agreement, infringe a Republic of Turkey patent, copyright, trade secret, or trademark of any third party. PARGESOFT shall pay all costs and damages finally awarded against the Client Indemnitees in such an action provided the Client gives PARGESOFT prompt written notice of such claim, reasonable assistance and sole authority to defend and settle such claim. PARGESOFT shall pay Client's reasonable expenses associated with providing such assistance.

5.8. Indemnification; Restrictions. PARGESOFT shall have no liability or obligation to indemnify Client for any claim of infringement based upon (i) use of a superseded or altered version of the Licensed Materials, if such infringement would have been avoided by the use of a current, unaltered version of the Licensed Materials that PARGESOFT has provided to Client; (ii) the combination, operation, or use of any Licensed Materials with components, hardware or software not furnished by PARGESOFT to Client, if such infringement would have been avoided by the use of the Licensed Materials without such other components, hardware or software; (iii) use of the Licensed Materials in a manner that violates the terms of this Agreement; or (iv) any claim that a Client business method infringes a business method patent.

5.9. Indemnification; Remedies. In the defense or settlement of a claim indemnified under Section 5.7 (or if PARGESOFT reasonably believes the Licensed Materials or any portion thereof do or may infringe the rights of a third party), PARGESOFT shall at its own expense and in its sole discretion elect to (i) modify the infringing Licensed Materials to become non-infringing; (ii) obtain for Client the right to continue using the infringing Licensed Materials; or if PARGESOFT determines in its discretion that (i) or

(ii) is not reasonably commercially available, (iii) terminate Client's license to the infringing Licensed Materials and refund the license fees paid hereunder for such infringing Licensed Materials less straight-line depreciation prorated over a two (2)-year period from the date such infringing Licensed Materials were first licensed to Client under this Agreement.

5.10. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.7 AND 5.9, PARGESOFT SHALL HAVE NO OTHER LIABILITY FOR VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND FURTHER SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING THERETO.

6. CONFIDENTIALITY

6.1. Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to information marked as confidential or with any other restricted use legend, except that no such legend shall be required in the case of information obtained by or disclosed to the receiving party if the circumstances under which such information was obtained or disclosed were such that a reasonable person would know that the information should be treated as Confidential Information of the other party. In addition, the Licensed Materials, or any portions thereof, and other documentation and materials provided hereunder shall be the Confidential Information of PARGESOFT.

6.2. Confidential Information; Exceptions. A party's Confidential Information shall not include information which the other party can demonstrate: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure hereunder and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of this Agreement and without reference to the disclosing party's Confidential Information. Notwithstanding the foregoing, the parties agree that Confidential Information of PARGESOFT shall include results of benchmark tests run by Client and any technical information relating to the Programs.

6.3. Restrictions on Use and Disclosure. Each party agrees not to (i) disclose the other's Confidential Information to any third party and (ii) use the other's Confidential Information for any purpose other than the implementation of this Agreement. The restrictions in this Section 6.3 shall survive for a period of five (5) years after the termination or expiration of this Agreement, except that such non-disclosure period shall be perpetual in the case of Licensed Materials, or any portions thereof and any of the other party's Confidential Information that is a trade secret of the other party.

6.4. Return of Confidential Information. Upon written request from either party, the other party shall promptly return any of the requesting party's Confidential Information (and all copies thereof) to the requesting party, unless such Confidential Information is required for the purposes of performing its obligations under this Agreement.

6.5. Terms of Agreement Confidential. The contents of this Agreement, including all of its Exhibits, but not the existence of this Agreement, are deemed to be Confidential Information of PARGESOFT.

7. PROPRIETARY RIGHTS

7.1. Ownership. Except for the limited, nonexclusive license granted to Client in Section 2.1, all rights, title and interests in and to the Licensed Materials and all patent, copyright, trademark, trade secret and all other intellectual and industrial property rights therein and thereto, shall remain with and shall be owned exclusively by PARGESOFT and its licensors, and Client shall have no right, title or interest therein or thereto. Client will not claim any such right, title or interest or take any position adverse to PARGESOFT' ownership of all such rights, title and interests.

7.2. Markings. Client shall not alter or remove any patent, copyright, trademark, trade secret, proprietary, and/or other notices contained on or in copies of the Licensed Materials. Client shall reproduce all such notices on or in all copies of the Licensed Materials made by Client.

7.3. No Reverse Engineering. Client shall not modify the Licensed Materials. Client shall not cause or permit decompilation, disassembly, or reverse engineering of the Programs, except as required by mandatory provisions of applicable law, such as for the limited purpose of achieving interoperability of the Programs with other software, in which case Client shall notify PARGESOFT in writing of the need for such modifications and the parties shall mutually agree that PARGESOFT will (i) perform the work at a mutually agreed upon price or (ii) allow Client to perform the work for the limited purpose permitted and required by law.

7.4. Reporting of Violations. Client shall promptly report to PARGESOFT any actual or suspected violation of this Section 7 and shall take all reasonable further steps requested by PARGESOFT to prevent or remedy any such violation. Client shall take appropriate action by instruction or agreement with its employees to satisfy its obligations under this Section 7.

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9. TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Section 9.

9.2 Termination of Software Support. PARGESOFT may terminate Software Support for non-payment of amounts due hereunder. Client may terminate Software Support, either in its entirety or for individual programs, at any time upon sixty (60) days prior written Notice. Notwithstanding the foregoing, except where Client terminates Software Support in its entirety, Software Support for any User licenses may not be separately terminated. In the event of termination, PARGESOFT will refund to Client Software Support Fees paid by Client for Programs for which Software Support was terminated for periods after the effective date of termination. Termination of Software Support shall not constitute a termination of the Agreement. If, subsequent to termination of Software Support, Client wishes to reinstate Software Support, Client must pay the accumulated Software Support fees for all periods for which Software Support fees were not paid.

9.3 Termination for Breach. If either party materially breaches this Agreement, the other party may terminate this Agreement upon thirty (30) days' prior written notice to the breaching party specifying the breach if the breaching party shall not have fully cured the breach within that time period.

9.4 Termination for Bankruptcy. Either party shall have the right to terminate this Agreement immediately upon written notice to the other party in the event that the other party becomes insolvent, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment for benefit of creditors, or if any similar agent is appointed or takes possession with respect to any property or business of the said other party, or has filed against it a petition under any bankruptcy code or insolvency law which is not dismissed within sixty (60) days.

9.5 Effect of Termination. If Client terminates this Agreement as a result of an uncured breach by PARGESOFT after Client has paid the Software License Fees for all Programs licensed, then the licenses granted to Client pursuant to Section 2.1 shall survive such termination. This survival is subject to Client's continued compliance with all terms and conditions of this Agreement relating to Client's use of the Licensed Materials. Client's failure to comply with such terms and conditions shall, without limiting any other remedies of PARGESOFT, result in the immediate, automatic, termination of all licenses. Except as provided above, upon any other termination of this Agreement, all rights and licenses granted to Client under this Agreement shall immediately be terminated. Within thirty (30) days after termination of this Agreement, Client shall pay PARGESOFT all accrued and unpaid amounts owed by Client to PARGESOFT hereunder.

9.6 Return of Confidential Information. Upon termination of this Agreement by PARGESOFT, Client shall promptly return to PARGESOFT (or, at PARGESOFT' option, destroy and certify in writing to PARGESOFT that it has destroyed) the original and all copies of the Licensed Materials, including archival copies, compilations, translations, partial copies, updates and modifications, if any, and shall delete all copies of the Licensed Materials from its computer libraries or storage facilities.

10. MISCELLANEOUS

10.1. Independent Contractors. The relationship of PARGESOFT to Client is that of an independent contractor, and this Agreement shall not constitute, or be deemed to constitute, either party as an employee, agent, partner or joint venturer of the other for any purpose. Neither party has the right or authority under this Agreement to assume or to create any obligation or responsibility on behalf of the other party.

10.2. Nonsolicitation. During the term of this Agreement and for one (1) year thereafter, neither party will hire nor directly approach, counsel, or attempt to induce any person who is then in the employ of or an independent contractor of the other party, to leave the other party's employ or engagement, without the other party's prior written consent. This restriction shall not be deemed to prohibit the placement of advertisements addressed to the general public in newspapers or trade publications nor the hiring of an applicant in response to such advertisement.

10.3. Force Majeure. In the event of a force majeure condition, which shall mean war, riot, strike, fire, sabotage, flood, or other natural disaster, accident, or other similar cause, or acts of any government outside the control of the affected party, including, but not limited to, the refusal to issue visas or export licenses, and provided that the impacted party provides the other with prompt written notice of such force majeure condition and resumes its performance as soon as possible, then neither party shall be responsible to the other for any failure or delay in its performance under this Agreement, other than with respect to its payment obligations. Further, the other party may terminate this Agreement or any portion that such party deems affected by the force majeure condition immediately

upon written notice if the force majeure condition has continued for a period of one hundred eighty (180) days or longer.

10.4. Governing Law; Language. This Agreement shall be construed and interpreted in accordance with the laws of the Republic of Turkey. The language of this Agreement and all Documentation shall be the English language and the parties hereby agree that the English language version of this Agreement shall control for all purposes and shall be valid and enforceable notwithstanding any translation into a language other than English.

10.5. UN Convention on Contracts for Sale of Goods. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.6. Export Restrictions. Client shall comply with any and all applicable local and foreign laws and regulations on exportation and importation of the Licensed Materials and all applicable laws and regulations relating in any way to Client's performance under this Agreement including, without limitation, obtaining all necessary licenses or permits and any other government approval necessary for the import or export of Licensed Materials.

10.7. Inspection. Client agrees that PARGESOFT may, from time to time but no more frequently than one (1) time per year, upon reasonable advance written notice to Client, audit Client's use of the Licensed Materials, at Client's facilities and during Client's regular business hours, to verify Client's compliance with the terms of this Agreement.

10.8. Trademarks. Neither Party shall obtain or acquire any rights in or to trademarks or service marks of the other, except that, either Party may display the logo of the other on its web page subject to removal upon request.

10.9. Notices. All notices required to be sent under this Agreement shall be in writing and sent by registered mail, return receipt request or by hand delivery. Notice shall be deemed to have been given the earlier of the date of actual receipt or three (3) days after the date of mailing if sent by registered or. Unless changed upon proper notice, notices to Client shall be sent to the address first set forth above. Notices to PARGESOFT shall be sent, Attention: Chief Financial Officer (with a copy to Legal) to the address first set forth above.

10.10. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

10.11. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.12. Captions. Captions are included in this Agreement only for convenience of the parties and not for purposes of interpretation of this Agreement.

10.13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Any attempt to assign this Agreement without the other party's written consent will be void. Notwithstanding the foregoing, either party may assign this Agreement without consent to any parent, subsidiary, or affiliate of such party, or to the surviving entity resulting from any merger, acquisition, or consolidation involving such party so long as the assignee agrees in writing to be bound by the terms of this Agreement, the assigning party agrees to remain

bound to the Confidentiality (Section 6) and Proprietary Rights (Section 7) provisions of this Agreement, and the assigning party provides notice of such assignment to the other party. Notwithstanding the foregoing, in no event may Client assign this Agreement to a Direct Competitor of PARGESOFT and any such attempted assignment will be void. PARGESOFT may delegate any of its rights or responsibilities hereunder to any parent, subsidiary or affiliate of PARGESOFT.

10.14. Entire Agreement; Amendment. This Agreement sets forth the complete agreement between the parties with regard to the subject matter of this Agreement and supersedes all previous and contemporaneous agreements, discussions, understandings and representations, whether written or oral. This Agreement may not be modified, supplemented, or amended except in writing signed by an authorized representative of each party. It is expressly agreed that all terms and conditions on purchase order documents issued by Client pursuant to this Agreement shall be null and void.

10.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile or photocopied signatures on such counterparts shall be deemed the same as original signatures.

10.16. Survival. In addition to any accrued but unpaid payment obligations existing at the time of expiration or termination of this Agreement, the following Sections and provisions shall survive expiration or termination of this Agreement: Sections 5.3 - 5.10, 6, 7, 9.5, 9.6 and 10.