The following terms and conditions apply to the licensing of the NavAgility Talent Visualization System by the University of West Florida Board of Trustees ("Licensee") from NavAgility, LLC ("Licensor").

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"Program" means any features and functions of the NavAgility® Talent Visualization System.

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2.1 Licensor grants Licensee a non exclusive license to use the Program and any NavAgility invention incorporated therein. This license includes the online storage and retrieval of career profiles of an unlimited number of sponsored members for a period of twelve months from the date of this Agreement. This license is renewable thereafter, for successive annual terms, upon payment of invoice.

3. CONFIDENTIALITY

3.1 Unless otherwise first agreed in writing, there will be no exchange of confidential information belonging to or controlled by either Licensor or Licensee.

4. PROPRIETARY RIGHTS

4.1 Licensee shall be prohibited from making any modifications to or derivatives of the Program. Any further inventions, products, software applications, components, designs or methods made to the Program by Licensor, even if made at the suggestion of Licensee, shall be deemed to be the property of Licensor. Licensor may freely use any feedback provided by Licensee regarding the Program for any purpose without accounting to Licensee.

4.2 This License does not grant the other any right in any intellectual property, including patents and patent applications, except as set forth in this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each party represents and warrants that they are duly authorized by all proper corporate or other action to enter into this agreement and to grant the licenses and rights set forth in this Agreement.

5.2 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF REMEDIES

6.1 Regardless of the type of claim, Licensor is not liable for indirect, incidental, special, or consequential damages including, but not limited to loss of profits or revenues.

6.2 The liability of Licensor is limited to the amount of direct damages.

7. TERMINATION AND EXPIRATION

7.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice. In the event Licensor terminates this Agreement for any reason, other than a material breach of this Agreement by Licensee that has not been remedied after thirty (30) days written notice thereof, Licensee shall be entitled to a pro-rata refund of any fees already paid for the then-current license period.

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7.3 On termination of this Agreement the Licensee shall immediately return to Licensor the material, data, information, etc. provided by Licensor in connection with this agreement. In the event either party terminates this agreement, Licensee retains the right to the data collected by Licensee for this database application. Data must be exported in a tab delimited text file for all of the tables within the database.

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- The Licensee’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Licensee shall give notice to Licensor of the non-availability of such funds when the Licensee has knowledge thereof. Upon the Licensor’s receipt of such notice, the Licensor is entitled to payment for only those services performed prior to the date notice is received.

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accordance with the terms and conditions of the purchase order/contract. If the payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Licensor’s written request to University, providing said request is received by University no later than 40 days from the date shown on the University’s check. A Vendor Ombudsman has been established within the campus of the Licensee. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Customer. The Vendor Ombudsman may be contacted at (850) 474-2636.

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Accepted and agreed for and on behalf of:

NavAgility, LLC.

Signature: ____________________________

Name: Anthony M. DiMarco
Title: President
Date: ____________

Accepted and agreed for and on behalf of:

University of West Florida Board of Trustees

Signature: ____________________________

Name: Dr. Sandra M. Flake
Title: Provost, University of West Florida
Date: 7/19/06

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Approved As To Form And Legality:

[Signature]

UWF Attorney
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Signature: ________________________________

Name: Anthony M. DiMarco
Title: President
Date: ________________________________

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University of West Florida Board of Trustees

Signature: ________________________________

Name: Dr. Sandra M. Flake
Title: Provost, University of West Florida
Date: 7/18/06

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Signature:

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Date: ______________________

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