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## TRIALMAX<sup>®</sup> LICENSE AGREEMENT

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FTI shall defend Customer in any suit, claim or proceeding arising from a claim that use by the Customer of the Software in accordance with the purposes set forth therein infringes or violates any currently existing United States patent, copyright, trademark or trade secret; provided, however, that Customer (i) promptly notifies FTI in writing of such suit, claim, or proceeding, (ii) gives FTI reasonable information, assistance and cooperation required to defend such suit, claim, or proceeding, and (iii) allows FTI to control the defense of any such action and all negotiations for its settlement or

compromise. Customer may be represented in the defense of any such claim, at Customer's expense, by counsel of Customer's selection. FTI shall have no liability for settlements or costs incurred without its consent.

Notwithstanding the foregoing, FTI shall not have any liability to Customer, and Customer shall indemnify FTI, to the extent that any claim is based upon (i) FTI's compliance with the designs or instructions of Customer, (ii) use of the Software in conjunction with any data, equipment or software not provided by FTI, where the Software would not itself be infringing or otherwise the subject of such claim, (iii) use of the Software in a manner not as set forth therein, (iv) any modification to the Software not made by FTI, (v) use of the Software in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose, (vi) use of other than the Software's current release, (vii) use of the Software other than in accordance with this Agreement or (viii) any claim of infringement of any patent or copyright or misappropriation of any trade secret in which Customer or any affiliate of Customer has a pecuniary or other material interest.

**ASSIGNMENT:** Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by you without the prior written consent of FTI. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.

**CONFIDENTIALITY:** You shall (a) take reasonable measures (and at least those measures consistent with normal industry practice) to prevent unauthorized disclosure of the Programs, in any form, to any third party, other than as permitted in accordance with the Agreement, and (b) not use the Programs for any purpose other than in furtherance of this Agreement and the activities described herein. In the event of the unauthorized disclosure of the Programs, you shall cooperate with FTI in all reasonable respects to minimize the violation and any damage resulting there from. You shall immediately notify FTI in writing of any misuse or misappropriation of the Software that comes to your attention.

**GOVERNING LAW/DISPUTE RESOLUTION:** This Agreement is governed by the laws of the State of Maryland, without regard to its conflicts of laws principles. Because unauthorized use or transfer of the Software is likely to diminish substantially the value of such Software and irreparably harm FTI and will not be susceptible of cure by the payment of monetary damages, if you breach this Agreement, FTI shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law, to prevent or restrain such a breach of this Agreement. Except as set forth in the preceding sentence, any dispute, claim or controversy arising out of, in connection with or relating to this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in

accordance with its Commercial Arbitration Rules. There shall be one independent arbitrator. If the parties are unable or fail to agree upon an arbitrator within thirty (30) days after either party provides written notice of its demand for arbitration, the AAA shall select the arbitrator. The arbitration shall take place in Baltimore, Maryland. The arbitrator's decision shall be final, conclusive and binding. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall allocate the costs and expenses of the arbitrator and administrative fees of the arbitration between the parties as the arbitrator determines to be appropriate under the circumstances. Except as provided in the preceding sentence, each party to the arbitration shall bear its own costs and expenses.

**GENERAL:** This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

In witness whereof, FTI and Customer have executed this Agreement as of \_\_\_\_\_, 200\_\_\_\_.

CUSTOMER

FTI CONSULTING, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

