

Exhibit A

END-USER LICENSE AGREEMENT FOR BRAINSTORM QUICKHELP

This End-User License Agreement (this "Exhibit A") is attached to and made part of that Standard Agreement (the "Standard Agreement") made by and between BrainStorm, Inc., and the County of Monterey, a political subdivision of the State of California ("Licensee") effective as of the date set forth in the Standard Agreement. Licensee and BSI each may be referred to individually as a "Party" or collectively as the "Parties."

1. Software. For the purpose of this Exhibit A, the licensed QuickHelp computer software and electronic instructional content downloaded and/or installed, together with the supporting documentation for such, including any modified, updated or enhanced versions thereof in the future, will be referred to as the "Software."

2. License. Subject to the terms and conditions of this Exhibit A and upon Licensee's full payment of the applicable fees, BSI hereby grants to Licensee, and Licensee hereby accepts from BSI, a non-exclusive, non-transferable, non-sublicensable, time-limited, restricted, revocable internal license to Use (as defined below) the Software in connection with the number of authorized seats set forth in the Order Form (as defined below). "Use" means that Licensee may, subject to the terms and conditions of this Exhibit A, install, use, access, run, or otherwise interact with the Software for its internal business or personal purposes, as the case may be, in accordance with the applicable documentation. Licensee shall not allow more than one individual user to utilize a seat, though Licensee may reassign seats from time to time to new users who are replacing former users who have terminated employment or otherwise changed job status or function. "Order Form" means the initial order form or invoice, whether submitted online or in hard copy, which evidences, together with this Exhibit A, the initial license of the Software, including any subsequent order forms submitted online or in hard copy by Licensee in connection with this Exhibit A, and which BSI has accepted, which includes some or all of the following information: the name of the Licensee, the Licensee's address and billing information, the length of the Term (if applicable), the license and other fees due from Licensee (if applicable), the quantity of authorized seats being licensed hereunder (if applicable), and any maintenance and support being purchased (if applicable).

3. Use Restrictions. BSI and, as applicable, BSI's licensors, vendors and/or suppliers, reserve all rights not expressly granted to Licensee herein. Without limiting the generality of the foregoing, Licensee shall not (except to the limited extent expressly permitted by applicable law): (a) copy, modify, adapt, rent, lease, assign, sell, distribute, export, re-export, use in a service bureau or service provider for third parties or other similar type of environment, sublicense, translate, or reprogram the Software or any portion thereof except as provided in this Exhibit A; (b) timeshare the Software, make the Software available to others on the Internet or any on-line service, or allow others to copy, access or use the Software; (c) translate, merge, reverse engineer, decompile, or disassemble the Software; (d) use any individual component of Software in a standalone mode; (e) create derivative works based upon the Software; (f) use the Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, nor to perform any activity which breaches the rights of any third party; (g) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement that is not otherwise applicable; or (h) transfer the Software or Licensee's license rights under this Exhibit A, in whole or in part. All restrictions on Licensee's use of the Software in this Section 3 shall also apply with respect to any third-party software included in the Software. Licensee agrees to defend, indemnify, and hold BSI harmless from and against any and all claims arising out of Licensee's unauthorized use of the Software or other breach of this Exhibit A. Licensee may not Use the Software if Licensee is, or is affiliated with, a direct competitor of BSI.

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5. Maintenance and Support. BSI may provide up to ten (10) hours of technical support to Licensee per twelve (12) month period during the Term, in BSI's sole discretion. Additionally, BSI may provide updates and upgrades, if any, to Licensee on the same basis that BSI provides updates and upgrades to its other customers, in BSI's sole discretion. BSI shall have no other maintenance or support obligations to Licensee.

6. Third-Party Software. The Software may include or be bundled with hardware or other software programs licensed or sold by a licensor other than BSI. BSI DOES NOT WARRANT NON-BSI SOFTWARE OR PRODUCTS. ANY AND ALL SUCH THIRD-PARTY PRODUCTS WHICH MAY BE DISTRIBUTED WITH THE SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND LICENSEE'S INSTALLATION AND USE THEREOF, AND ANY RELATED WARRANTY SERVICE, IS SUBJECT TO THE APPLICABLE THIRD-PARTY WARRANTY, IF ANY.

7. Limited Warranty. BSI warrants for a period of thirty (30) days from the delivery date of the Software that (a) the media provided by BSI, if any, on which the Software is recorded will be free from material defects in materials and workmanship under normal use, and (b) the operation of the Software, as provided by BSI, will substantially conform to BSI's published documentation for the Software; *provided, however*, that BSI shall not be liable under these limited warranties if the Software has been modified or altered by anyone other than BSI, if the Software has been abused or misapplied, or if Licensee has failed to incorporate all upgrades and updates that BSI provided to Licensee. If such a defect under warranty Section 7(a) above is reported during the warranty period, licensee shall return the BSI media to BSI for repair or replacement, in BSI's sole discretion. If a reproducible defect under warranty Section 7(b) above is reported by Licensee during the warranty period, Licensee shall promptly notify BSI or return the Software to BSI, as the case may be, and BSI shall, in its sole discretion, either use its commercially reasonable efforts to resolve the nonconformity or refund the license fees paid by Licensee for the Software.

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10. Nondisclosure. "Confidential Information" includes any information disclosed by either BSI or Licensee to the other regardless of the means of communication or the form of information that are either identified as confidential (in writing or orally) or are generally considered to be of a confidential and proprietary nature, including, without limitation, any Software, source codes, object codes, documentation and any proprietary tools, proprietary knowledge, proprietary methodologies, user names, passwords, or email addresses. BSI and Licensee shall each observe complete confidentiality with respect to the Confidential Information, and shall use best efforts and take all reasonable steps to protect the Confidential Information from any disclosure to third parties, use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Exhibit A. BSI and Licensee shall each promptly notify the other of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the other in any litigation brought against third parties to protect its proprietary rights. Notwithstanding the foregoing provisions of this Section 10, BSI and Licensee shall each be permitted to disclose the Confidential Information to their respective directors, officers, employees, or professional advisors (including, without limitation, attorneys, accountants, etc.) in the event (i) each of their directors, officers, employees, independent contractors, or professional advisors agree to bound by an obligation of confidentiality substantially similar to that contained in this Section 10, and (ii) such disclosure to directors, officers, employees, independent contractors, or professional advisors is necessary to facilitate either BSI or Licensee's performance under this Exhibit A.

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12. Injunctive Relief. Licensee hereby expressly agrees that BSI, in addition to any other rights or remedies which BSI may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of the Standard Agreement.

13. Payment for the Software. Licensee shall be invoiced by BSI and payment in U.S. dollars shall be as and when provided in the invoice (typically net 30). The Standard Agreement, including the license and any services, support or maintenance which may apply, shall automatically terminate if Licensee fails to pay any required fees when due. Except as otherwise expressly provided herein, all payments are non-cancellable and non-refundable. The license or other fees due during any month or year of the term shall be at BSI's then current rates, as such may change from time to time. If Licensee is late in paying any amounts to BSI, such overdue amounts shall accrue interest at a rate of 1.5% per month until Licensee pays in full (including interest).

14. Payment of Taxes. In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of the Standard Agreement, the license of the Software to Licensee, or because of any payment by Licensee, then Licensee shall pay all such taxes, fees, assessments and charges in addition to all other payments, regardless of when such tax liability is asserted. If BSI is required to make any such payments, Licensee agrees to reimburse BSI for such payments promptly upon notice from BSI.

15. Audit. Licensee shall permit BSI or its agents, at BSI's expense, to conduct audits to verify Licensee's compliance with this Exhibit A. Such audits shall be conducted during normal business hours and after reasonable advance notice from BSI to Licensee.

16. Term. Unless otherwise terminated as provided herein, the Standard Agreement shall have the term specified in the body of the Standard Agreement and shall automatically renew for successive one year periods unless either party gives the other party notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term (the "Term"). License and other fees due from Licensee to BSI during the Term shall be at BSI's then current rates, as such may change from time to time.

17. Termination. The Standard Agreement, including the license, together with any maintenance, and/or support that may be granted in connection herewith, shall automatically terminate, without any notice or action by either party, upon the occurrence of any of the following: (a) at the end of the Term; (b) if Licensee materially breaches any provision of the Standard Agreement; (c) upon thirty (30) days notice from BSI of its desire to terminate, for any reason or no reason; or (d) upon non-payment by Licensee of any license or other fees when due. Upon expiration or termination of the Standard Agreement, Licensee shall immediately, in BSI's sole discretion, either (x) cease all use of the Software, uninstall all the Software, and erase or destroy all copies of the Software within the possession or control of Licensee, or (y) return all the Software, the related documentation, and all associated end-user materials, including all copies thereof, to BSI. Furthermore, upon expiration or termination of the Standard Agreement, BSI may disable all functionality of the Software and refuse Licensee further access to BSI's website. The foregoing shall not limit or affect any remedy available to BSI as a result of any breach of the Standard Agreement by Licensee.

18. Survival. Sections 3, 4, 6, 8–24, and 26 shall survive termination of the Standard Agreement for any reason whatsoever.

19. GOVERNING LAW; SUBMISSION TO JURISDICTION AND VENUE. THE STANDARD AGREEMENT AND ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA, EXCLUDING ITS PRINCIPLES OF CONFLICT OR CHOICE OF LAWS.

REGARDLESS OF THE APPLICABLE GOVERNING LAW, LICENSEE AND BSI AGREE TO EXCLUDE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW, BSI MAY BRING AN ACTION IN ANY JURISDICTION FOR THE PURPOSE OF: (A) ENFORCING A JUDGMENT; OR (B) PROTECTING BSI'S INTELLECTUAL PROPERTY RIGHTS.

20. Software Supplied to the Government. The Software is a “commercial item,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. government shall be governed solely by the terms of this Exhibit A and shall be prohibited except to the extent expressly permitted herein.

21. Export Law Assurances. Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

22. Severability. If any provision in this Exhibit A shall be found or be held to be invalid, unenforceable, or in conflict with applicable law in any jurisdiction in which this Exhibit A is being performed, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity, unenforceability, or conflict, and all other provisions of this Exhibit A shall remain unaffected.

23. Waiver. No action taken pursuant to the Standard Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by such party of any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of the Standard Agreement or failure to perform by the other party shall not operate or be construed as a further or continuing waiver of such breach or failure to perform or as a waiver of any other or subsequent breach or failure to perform. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law.

24. Assignment. Licensee may not assign, sublicense, or transfer the Standard Agreement without prior written consent of BSI. Any such purported assignment, sublicense, or transfer shall be null and void. BSI may terminate the Standard Agreement in the event of any such attempted assignment, sublicense, or transfer upon written notice to Licensee.

25. Publication. Licensee hereby consents to BSI's written and oral disclosure of Licensee's name as an end user of the Software in a factual listing of BSI's customers (with or without a list of the License Category of the Software licensed by Licensee) to be published within marketing and promotional materials, in presentations, on tradeshow signs and materials, on BSI external website and/or to financial and industry analysts.

26. Entire Agreement; Amendment. This Exhibit A, together with the Standard Agreement and all applicable Order Forms (which are hereby incorporated herein by reference), sets forth the entire

understanding and agreement between Licensee and BSI relating to subject matter hereof and also overrides and replaces any and all click-through agreements or other agreements between Licensee and BSI relating to the subject matter hereof embedded in the Software. No licensor, distributor, dealer, retailer, reseller, sales person, or employee is authorized to modify this Exhibit A or to make any warranties, representations, or promises that are different from, or in addition to, the warranties, representations or promises expressly set forth in this Exhibit A, and BSI is not obligated under any other agreements, unless in writing and signed by an authorized representative of BSI.

In the event of any conflict or inconsistency between the provisions of this Exhibit A and the provisions of the body of the Standard Agreement, the provisions of this Exhibit A shall govern. Any terms and conditions in of any Order Form or other document submitted by Licensee in connection with the Software that are different from or inconsistent with the terms and conditions of this Exhibit A are not binding on BSI and are ineffective. This Exhibit A may not be modified or amended except in a writing agreed to by both parties.