

FULL, FINAL AND ABSOLUTE MUTUAL RELEASE

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant as follows:

1. The undersigned _____ ("_____"), a _____ business corporation, does hereby release, acquit and forever discharge _____ ("_____"), a _____ business corporation, its officers, directors, successors, shareholders, agents, assigns, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, arising out of, related to or in any way connected with the purchase of a _____, Model _____ by _____ from _____ pursuant to that certain Purchase Agreement/Software License Agreement dated _____, 20____ and specifically including but not limited to, any and all claims or demands which were alleged or which could have been alleged in Cause No. _____ in the County Court of _____ County, _____ styled, _____ vs. _____.

2. The undersigned _____ does hereby release, acquit and forever discharge _____ its, successors, agents, assigns, officers, directors, shareholders, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, specifically including but not limited to, any and all claims for intellectual property infringement through the date hereof, breach of contract, defamation, and any claims which could have been brought as a Counterclaim in Cause No. _____ in the County Court of _____ County, _____ styled, _____ vs. _____. This Full, Final and Absolute Mutual Release (the "Release") shall apply to all intellectual property currently in the possession of and/or used by _____ and devised, generated, provided to, and/or made available to _____ by _____, its agents, employees, representatives and/or assigns, pursuant to any and all sales, service, employment and/or license agreements or contracts heretofore existing or entered into by and between _____ and _____. Intellectual property shall include any and all modifications to _____ made to date by _____ for and on behalf of _____ under any prior Purchase Agreement and/or Software License Agreement. _____ shall retain the right to use any and all modifications to _____ made by _____ for _____ and _____ shall retain all ownership rights to said modifications. This Release does not constitute a release, abandonment, transfer or

relinquishment of any ownership right to intellectual property owned by _____ as of the date of this Release, including, but not limited to, computer source codes.

3. It is understood and agreed that the settlement evidenced by this Release is a compromise of all claims herein specified, whether past, present or future, that such claims are doubtful and disputed, and that execution of this Release is not to be construed as an admission of liability on the part of any party. Rather, liability is expressly denied.
4. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. No representations as to damages or liability have been made. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.
5. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all prior negotiations or proposed agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital. Since the purpose of this Release is to end this matter forever, should it develop that there are any errors, mistakes or any omissions in this instrument, whether legal or factual and whether mutual or unilateral, which would cause the release of the parties herein released to be defective or less than complete, then the undersigned will sign any and all documents and do any and all things necessary to effectuate a full, final and absolute release of said parties and all others having any liability in the premises.
6. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that it has been fully explained to them by their attorney; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.
7. The terms of this Release arose from negotiations and discussions between the parties, each of whom were represented by legal counsel. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of _____ . In the event legal proceedings are initiated to enforce the terms of this Release, the prevailing party shall be entitled to recover from the losing party or parties its litigation expenses, costs and attorneys' fees at trial and on appeal.
9. This Release may be executed in two counterparts, each of which shall be deemed an original.

WITNESS OUR SIGNATURES, this the ____ day of _____, 20____.

By:

_____, PRESIDENT

By:

_____, PRESIDENT

STATE OF _____)

COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, _____, who, having been by me first duly sworn, stated on his oath that he is President of _____, a _____ business corporation, and that he executed and delivered the above and foregoing Full, Final and Absolute Mutual Release on the day and year therein on behalf of said _____ after having been duly authorized to do so as its true and voluntary act and deed, and that the matters and things contained in said Release are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____)

COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, _____, who, having been by me first duly sworn, stated on his oath that he is President of _____, a _____ business corporation, and that he executed and delivered the above and foregoing Full, Final and Absolute Mutual Release on the day and year therein on behalf of said _____ after having been duly authorized to do so as its true and voluntary act and deed, and that the matters and things contained in said Release are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:
