

TOTAL RESOURCE MANAGEMENT, INC.
***RULESMANAGER SE™* SOFTWARE LICENSE AGREEMENT**

Between	and
Total Resource Management, Inc.	_____
510 King Street, Suite 300	_____
Alexandria, VA 22314-3132	_____
Telephone: (703) 548-4285	Telephone: _____
Fax: (703) 548-3641	Fax: _____
Attn: Garner R. Bennett, President	Attn: _____
(hereinafter, " <u>TRM</u> ")	(hereinafter, " <u>Licensee</u> ")

Effective Date: _____, 20__

This Software License Agreement (this "Agreement") is entered into by and between TRM and Licensee. TRM and Licensee are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

This governs the software identified on Exhibit A (the "Licensed Software"). To the extent that terms and conditions in the attached ***RULESMANAGER SE™* SOFTWARE LICENSE AGREEMENT** conflict with a requirement under Federal law, including the FARS or DFARS, specifically set forth in DFARS 227.202, the applicable requirements under Federal law shall take precedence and shall govern the rights, remedies and responsibilities of the Parties under this contract.

The Parties acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The Parties further agree that this Agreement (including terms and conditions set forth on the following pages and any schedules, addenda and exhibits attached hereto) sets forth the complete and exclusive statement of the agreement between the Parties relating to the Licensed Software and supersedes any and all prior agreements, whether written or oral, and all purchase orders and other correspondence and communications between the Parties relating to the Licensed Software or any part or version thereof.

So Agreed by the Parties:

TOTAL RESOURCE MANAGEMENT, INC. LICENSEE

By: _____
Name: Garner R. Bennett
Title: President & CEO
Date: _____, 20__

By: _____
Name: _____
Title: _____
Date: _____, 20__

TOTAL RESOURCE MANAGEMENT, INC.
***RULESMANAGER SE™* SOFTWARE LICENSE AGREEMENT**

TERMS AND CONDITIONS

1. Grant of Right. THIS IS A LICENSE, NOT A SALE. Subject to the terms and conditions of this Agreement, and subject to full and timely payment of all license fees owed hereunder, TRM hereby grants to Licensee and Licensee hereby accepts a limited, non-exclusive, non-transferable, perpetual license to use the Licensed Software and its associated Documentation (as defined below) for Licensee's own internal business operations. Licensee may access and use the Licensed Software on and in connection with a single MAXIMO Production Instance (including all development/testing/staging servers in direct support of that MAXIMO Production instance) and by not more than the number of users ("Authorized Users") specified on Exhibit A. Licensee shall take all steps necessary to ensure that no person or entity shall have unauthorized access to the Licensed Software.

Any person who uses or accesses the Licensed Software or any component thereof or accesses the Licensed Software's business rules (including via a user interface) shall constitute a "user" of the Licensed Software. The number of Authorized Users is listed on Exhibit A and Licensee shall, upon written request, provide TRM with an accurate current count of the number of Authorized Users with access to the Licensed Software under this Agreement. Multiple log-ins under the same or a single user name is prohibited.

2. Term. This Agreement and the licenses granted hereunder shall take effect upon the date first set forth above (the "Effective Date") and shall continue until terminated in accordance with the terms of this Agreement.

3. License and Annual Support Services Fees. Licensee shall pay TRM a non-refundable license fee for the Licensed Software (the "License Fee"), and the annual fee for Annual Support Services (as defined below), if purchased hereunder, in the amounts set forth on Exhibit A, within thirty (30) days of the later of the date of invoice or date of shipment. Except for Licensee's rights under the performance warranty, Licensee's obligation to pay the License Fee is absolute and unconditional. Licensee shall pay TRM interest on past due amounts payable under this Agreement in accordance with the

Prompt Payment Act. All fees are accountable and payable in U.S. Dollars.

4. Annual Support Services. If Licensee subscribes for TRM's Annual Support Services ("Annual Support Services"), it will be entitled to receive the maintenance and support services set forth on Exhibit B. Selection of Annual Support Services, or renewal of Annual Support Services for additional one-year terms, shall be at Licensee's option. If selected by Licensee, Annual Support Services renewal terms will be invoiced according to TRM's then-current prices for Annual Support Services. TRM may change or update Annual Support Services terms from time to time, with written notice to Licensee, effective as of the next Annual Support Services term. If Licensee does not subscribe for or fails to pay any Annual Support Services fee when due, TRM shall have no obligation to provide Licensee with any maintenance or support services in connection with the Licensed Software.

5. Documentation. TRM will provide Licensee with one copy of TRM's then-current standard documentation for the Licensed Software (the "Documentation"). Licensee may make one copy of the Documentation for each Authorized User.

6. Use and Ownership of the Licensed Software.

6.1 No Copying. Except as required by law, Licensee may not copy the Licensed Software or any other Confidential Information (as defined below) of TRM in whole or in part, except that Licensee may make one copy of the Licensed Software for back up and archival purposes as needed. Licensee shall not remove any patent, trademark, copyright, restricted rights, limited rights, proprietary rights or confidentiality notice included in or affixed to the Licensed Software or any other Confidential Information of TRM and shall reproduce all such notices in or on all copies of the Licensed Software or Confidential Information of TRM made by Licensee in accordance with this Agreement.

6.2 Modification/Reverse Engineering. Licensee shall not alter, modify, enhance, adapt, reverse engineer, disassemble, or make works derived from any version of the Licensed Software or attempt to generate or access the source code for the

Licensed Software, whether by converting, translating, decompiling, disassembling or merging any part of the Licensed Software with any other software.

6.3 Ownership. Licensee acknowledges and agrees that the Licensed Software is owned by TRM and embodies a valuable trade secret asset of TRM. Except as expressly licensed to Licensee herein, Licensee agrees that all right, title, and interest in and to the Licensed Software and Documentation, including without limitation, all copyrights, trade secrets and other intellectual property rights pertaining thereto will remain vested in TRM; and as between TRM and Licensee, TRM shall own and hold all intellectual property rights in and to the Licensed Software and the Documentation. TRM retains all rights not expressly granted herein. No implied licenses shall flow from this Agreement.

7. Confidentiality.

7.1. Nondisclosure. Licensee shall retain the Confidential Information (as defined below) in the strictest confidence (*i.e.*, a “need-to-know” basis) and shall not disclose the Confidential Information to any third party without TRM’s prior express written consent. Licensee shall not use the Confidential Information for any purpose not related to the use of the Licensed Software in accordance with the terms of this Agreement, and shall limit access to the Confidential Information to those of its employees and agents whose work responsibilities require such access.

7.2. Confidential Information. “Confidential Information” means (1) any data, documentation, software, source code, inventions, know-how, ideas, product pricing information, business methods, and/or any information disclosed by TRM as a result of this Agreement, including, but not limited to, the Licensed Software and Documentation; and (2) any other information, technical data, or know-how which is designated in writing to be confidential or proprietary or should reasonably be understood to be confidential or proprietary, or if given orally, is designated at the time of disclosure as being disclosed as confidential or proprietary or should reasonably be understood to be confidential or proprietary. Confidential Information does not include information which: (1) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of Licensee; (2) is rightfully obtained by Licensee from a third party without restriction as to disclosure; (3) is lawfully in

the possession of Licensee at the time of disclosure and not otherwise subject to restriction on disclosure; or (4) is approved for release by written authorization of TRM.

7.3. Return of Information. Upon written request by TRM, Licensee shall immediately return to TRM all written or other tangible manifestations of material containing Confidential Information (whether prepared by TRM, advisors or otherwise) and will not retain any copies, extracts, storage or other reproductions in whole or in part of Confidential Information. All documents, memoranda, notes, analyses, compilations, studies and other writings and data prepared by or on behalf of Licensee, advisors or otherwise based on the information in Confidential Information shall be destroyed, all storage erased, and that destruction shall be certified to TRM.

8. Default and Termination.

8.1. Termination by Either Party. TRM may terminate this Agreement immediately upon notice to Licensee if: (i) Licensee fails to pay the License Fee within thirty (30) days of when due; (ii) Licensee fails to comply with any material term or conditions of this Agreement and such non-compliance is not corrected to TRM’s satisfaction within thirty (30) days after written notice of the non-compliance; or (iii) Licensee is liquidated or dissolved, or becomes insolvent, or suffers a receiver or trustee to be appointed for it, or makes an assignment for the benefit of creditors or institutes or has instituted against it any proceeding under law relating to bankruptcy or insolvency or the reorganization or relief of debtors.

Licensee may terminate this Agreement pursuant to the termination for convenience and termination for default provisions of FAR 52.212-4.

8.2 Failure to Hold MAXIMO® License.

Licensee acknowledges and agrees that it must have valid authority, under separate license with IBM Software, to use MAXIMO® in order to use the Licensed Software. The license granted herein shall not give Licensee any rights in MAXIMO®.

8.3 Effect of Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease using the Licensed Software and Documentation and shall either return to TRM or destroy all copies of the Licensed Software and Documentation under Licensee’s control, including without limitation, all copies of the Licensed Software that are running in machines controlled by

Licensee. Within ten (10) days after such termination, Licensee shall provide TRM with a written statement by a duly authorized officer of Licensee certifying that Licensee has complied with this Section.

9. Limited Warranties and Disclaimers.

9.1. Performance Warranty. TRM warrants that it owns all intellectual property rights to the Licensed Software and to the Documentation, and that such does not infringe on the rights of any third party. TRM represents and warrants that, during the thirty (30) day period following the first delivery of the Licensed Software to Licensee, the Licensed Software will operate substantially in accordance with the applicable Documentation, provided the Licensee operates the Licensed Software in compliance with such Documentation. Except for Licensee's right to terminate set forth in Section 8.1, in the event the Licenses Software fails to satisfy the warranty immediately above, TRM's sole obligation, and Licensee's sole remedy for non-conformance of this warranty shall be, at TRM's option, to (i) use reasonable efforts to correct the nonconformity; (ii) replace the non-conforming portion of the Licensed Software; (iii) refund the License Fee paid by Licensee for the non-conforming Licensed Software upon return of the non-conforming copy thereof and terminate the license therefor.

9.2. Limitations on Warranties. The limited warranty set forth herein will not apply to nonconformities determined by TRM to have been caused by and to the extent of (1) deletions or modification to the Licensed Software caused by a party other than TRM, unless under the direction of TRM's customer support and Licensee performs the changes in accordance therewith, (2) accident, misuse or negligence in the operation or use by Licensee of the Licensed Software, (3) use, adjustments, installation, or malfunction of any products or goods other than those authorized by TRM, (4) combination of the Licensed Software with hardware, software or other material not intended (as provided in the Documentation) for combination with the Licensed Software, or (5) failure by Licensee to incorporate any Enhancement or New Release (as such terms are defined in Exhibit B). The limited warranties set forth in this Agreement are made for Licensee's benefit only. Except for Licensee's right to termination set forth in Section 8.1, the remedies in this Section 9 are the sole and exclusive remedies for breach of these limited warranties.

9.2. Disclaimer. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9 ARE THE ONLY WARRANTIES MADE BY TRM WITH RESPECT TO THE LICENSED SOFTWARE AND THE ANNUAL SUPPORT SERVICES PROVIDED HEREUNDER. TRM MAKES NO WARRANTY OR REPRESENTATION THAT LICENSEE'S USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation on Liability.

10.1 Limitation on Liability.

Except for Licensee's rights to terminate set forth in Section 8.1 and except for any liability of TRM for infringement pursuant to Section 10.3, TRM's liability, whether in contract, tort, or otherwise, arising out of or in connection with the Licensed Software shall not exceed the depreciated value (determined using a straight-line method over a three-year life) of the License Fee paid by Licensee to TRM for the copy of the Licensed Software giving rise to the liability. TRM's liability whether in contract, tort or otherwise, arising out of or in connection with Annual Support Services shall not exceed the amount paid by Licensee in the preceding twelve (12) months in respect of the Annual Support Services giving rise to the liability.

IN NO EVENT SHALL TRM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH ANY LICENSED SOFTWARE FURNISHED BY TRM, THE PERFORMANCE OF THE LICENSED SOFTWARE OR ANY ANNUAL SUPPORT SERVICES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. No Third Party Liability. TRM shall under no circumstances be liable for any claim or demand by any third party based on or related to Licensee's use of the Licensed Software or errors or alleged

errors in the Licensed Software, including, without limitation, persons using the facilities or services of Licensee or their heirs or dependents.

10.3. Allocation of Risk. This Section 10 allocates risks under this Agreement between TRM and Licensee. Licensee acknowledges and agrees that TRM's pricing reflects this allocation of risk.

10.4. Software Indemnity. TRM shall indemnify Licensee and its agents against any third party claims, demands, costs, or liabilities of any kind whatsoever alleging that the Licensed Software or the Documentation infringes the intellectual property rights of any third party; provided, however, that TRM will not be obligated to indemnify Licensee to the extent the alleged infringement is caused by (i) Licensee's misuse or modification of the Licensed Software or the Documentation, (ii) Licensee's failure to use corrections, Enhancements or New Versions made available by TRM that maintain specific functionality, provided that the use of such Corrections, Enhancements or New Versions would have prevented the claim, or (iii) Licensee's use of the Licensed Software in combination with any product, process or information not owned, developed or delivered by TRM other than for purposes intended using Licensee's data (unless Licensee's data would itself be infringing). If the Licensed Software or any part thereof becomes, or in the opinion of TRM is likely to become, subject to a valid claim of infringement under any patent, copyright, trade secret or similar right of any third party (other than by reason of any of the causes set forth in clauses (i) - (iii) of the preceding sentence), TRM may, subject to Licensee's right to terminate set forth in Section 8.1, at its option to (a) procure for Licensee the right to continue to use the Licensed Software, or (b) replace or modify the Licensed Software to make it become non-infringing, or (c) terminate this Agreement and refund a depreciated portion of the License Fee paid under this Agreement with respect to the affected Licensed Software (determined on a straight-line method over a three-year life. Licensee agrees to promptly notify TRM in writing of any such claim and to provide reasonable assistance to TRM in defending such claim. TRM shall have sole authority to defend or settle any claim. Except for Licensee's right to terminate set forth in Section 8.1, this Section sets forth TRM's complete liability with respect to infringement or intellectual property rights.

11. Miscellaneous.

11.1 Audit Rights. Upon thirty (30) days written

notice, TRM may audit Licensee's use of the Licensed Software in accordance with this Agreement subject to Government security and privacy requirements. Licensee agrees to cooperate with TRM's audit and to provide reasonable assistance and access to information concerning Licensee's use of the Licensed Software. Licensee agrees to pay or contest in good faith, any underpaid License Fees pursuant to this Agreement within thirty (30) days of TRM's written notification thereof.

11.2 Notices. Any notices required or permitted under this Agreement shall be in writing and shall be deemed properly given if personally delivered or sent by United States first class or certified mail (return receipt requested), postage prepaid or by reputable United States express or international express courier, to the parties' addresses above. Any notices given hereunder shall be deemed to have been received on the earlier of actual receipt or three (3) days after depositing in the mail or with the courier service.

11.3 Severability. Subject to Licensee's right to terminate set forth in Section 8.1, if any of the provisions or portion thereof of this Agreement are determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the Parties agree to negotiate in good faith to draft a new agreement that comports with original intent of the Parties. If, after thirty (3) days, the Parties have been unable to reach agreement, this Agreement will be deemed terminated pursuant to Section 6.

11.4 Independent Contractor. The relationship between TRM and Licensee shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship, and, notwithstanding anything else herein, neither party shall have the right incur (and will not attempt to incur) any obligation or liability on behalf of the other party.

11.5 No Waiver/Modification. No waiver, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding upon either party unless made in writing and signed by an authorized representative of the party. Either party's failure at any time to require performance by the other party of any provision hereof shall not affect in any way the first party's right to require such performance at any time thereafter.

11.6 Remedies. No remedy in this Agreement is intended to be exclusive, but each shall be cumulative

and in addition to any other remedy referenced herein or otherwise enabled at law, in equity or otherwise.

11.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of laws, and without regard to the United Nations Convention on the International Sale of Goods, except pursuant to DFAR 227.702, to the extent the laws of the Commonwealth of Virginia are inconsistent with Federal law.

11.8 Jurisdiction. In the event of a controversy, claim, or dispute between the Parties hereto arising out of or relating to this Agreement, such controversy, claim, or dispute shall be tried exclusively in the Court of Federal Claims or before the applicable Board of Contract Appeals.

11.9 Assignment. Without the express written consent of TRM, this license is not assignable or otherwise transferable by Licensee, including without limitation any transfer in connection with an acquisition in whole or in part of Licensee (or any of Licensee's assets) or a merger, consolidation, or other reorganization, bankruptcy, or operation of law. Any purported assignment or transfer made without TRM's consent shall be void and shall constitute a material breach of this Agreement.

11.10 Force Majeure. TRM shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, as set out in FAR 52.212-4(f).

11.11 Reserved.

11.12 Taxes. The License Fee and any other fees due hereunder are inclusive of all applicable taxes other than taxes based on TRM's income.

11.13 Third Party Hosting. In the event Licensee desires to have a third party host the Licensed Software and Documentation, Licensee shall give notice to TRM and obtain TRM's prior written approval to any third party hosting arrangement, which approval shall not be unreasonably withheld.

11.14 Remote Access. Any Authorized User may access the Licensed Software or Documentation remotely on a mobile computer in a home office, wireless devices or otherwise. This provision is not intended to create any rights in third parties or increase the number of Authorized Users.

11.15 No Third Party Beneficiary. Any agreement to pay an amount or any assumption of liability herein contained, express or implied, shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any other party, whomsoever, it being the intention of the undersigned that no one shall be deemed to be a third party beneficiary of this Agreement.

11.16 Compliance with Laws. Licensee shall comply with all applicable laws governing the use of the Licensed Software.

11.17 Export Controls. Licensee acknowledges that the Licensed Software is of U.S. origin and is subject to the export control restrictions of the U.S. Export Administration Regulations ("EAR") and that the Licensed Software may not be re-exported or otherwise retransferred except in accordance with the U.S. EAR. Specifically, Licensee agrees that, unless an appropriate license from the U.S. government is first obtained, the Software shall not be exported or re-exported: (i) into (or to a national or resident of) Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to a U.S. trade embargo; (ii) to any person or entity on the U.S. Treasury Department's Specially Designated Nationals ("SDN") List or the U.S. Department of Commerce's Denied Parties List; or (iii) for any purpose or end-use that is otherwise prohibited by the U.S. EAR. Licensee warrants that: (i) it is not a national or resident of a U.S. embargoed country; (ii) it is not a party prohibited from receiving U.S. exports; and (iii) the Licensed Software is not intended for any weapons proliferation-related end-use prohibited by the U.S. EAR.

[Exhibits Follow.]

EXHIBIT A

**TOTAL RESOURCE MANAGEMENT, INC.
RULESMANAGER SE™ SOFTWARE LICENSE AGREEMENT**

Licensed Software and Fees

Licensee: _____

Effective Date: _____, 20__

The Licensed Software shall consist of the following:

Software Product(s)	Quantity	Unit Cost	Total Cost
TRM RulesManager SE™ for MAXIMO 5x and up (10 <i>Primary</i> MAXIMO users license) and first year Annual Customer Support Program (ACSP)	1	\$_____.00	\$_____.00
TRM RulesManager SE™ for MAXIMO 5x and up (10 <i>Primary</i> MAXIMO users) follow-on Annual Customer Support Program (ACSP)	1	\$_____.00	n/a
TOTAL FEES:			\$_____.00

Authorized Users.

Licensee shall have the right pursuant to Section 1 of this Agreement to install (or have installed) the Licensed Software on a single MAXIMO Production Instance (including all development/testing/staging servers in direct support of that MAXIMO Production instance) and to allow no more than the number of Authorized Users set forth above to access the Licensed Software

Annual Support Services.

OPTION 1: Follow-on Annual Support Services will be provided in respect of the Licensed Software for which an Annual Support Services Fee is shown in the table above.

OPTION 2: Follow-on Annual Support Services will not be provided under this Agreement.

TRM Initials

Licensee Initials

EXHIBIT B

TOTAL RESOURCE MANAGEMENT, INC. *RULESMANAGER SE™* SOFTWARE LICENSE AGREEMENT

Customer Support Services

Licensee: _____

Effective Date: _____, 20__

For so long as Licensee has subscribed and paid for Annual Support Services for the Licensed Software, TRM will provide the following services:

1. Problem and Reporting Procedure. Licensee may report errors or problems with the Licensed Software to TRM by telephone, email, fax, mail or TRM's Internet web site www.trmnet.com. Software support will be provided to the Licensee during the hours of 8:00 a.m. and 5:00 p.m. U.S. Eastern Time, Monday through Friday, excluding TRM-observed holidays. Inquiries submitted during the time period prescribed above will be responded to within two (2) hours of notification. TRM may change its Customer Support hours from time to time upon notice to Licensee. TRM's support hotline can be currently reached at softwaresupport@trmnet.com (email), (703) 548-4285 (phone), or (703) 548-3641 (Fax). Licensee shall send written notice of all suspected errors to TRM within five (5) days after discovery, which notice shall include complete documentation of such errors. Software support for the Licensed Software will consist of and be limited to telephone support line service by TRM support engineers for the purpose of addressing product-specific technical difficulties and problems.

Upon TRM's request, Licensee shall cooperate with TRM to provide more information concerning any suspected error or problem reported by Licensee. Upon verification by TRM of a reported error, TRM's sole obligation shall be to use reasonable efforts to provide, at TRM's sole discretion, a software update or workaround to correct or address such error.

2. Enhancements. TRM shall provide Licensee with Enhancements to the Licensed Software. The term "Enhancements" means such updates, improvements or revisions to the Licensed Software, if any, that TRM generally provides to its licensees of the Licensed Software who have subscribed and paid for Annual Support Services. If TRM issues an Enhancement, Licensee shall install and begin using the Enhancement within sixty (60) days of receipt.
3. New Versions. From time to time, TRM may, at its discretion, issue new versions or releases of the Licensed Software (a "New Release") that supersede prior releases (the "Superseded Release"). If TRM issues a New Release to Licensee, Licensee shall install and begin using the New Release within sixty (60) days of receipt. TRM shall not in any event be required to provide maintenance and support services for any Superseded Release at any time after eighteen (18) months from the U.S. release date of the New Release.
4. No Annual Support Services. If Licensee has not subscribed or paid for Annual Support Services and at some future date wishes to subscribe for or re-subscribed for Annual Support Services or to obtain an Enhancement or New Release, such Annual Support Services may only be provided and such Enhancement or New Release shall only be licensed to Licensee if Licensee pays to TRM the then-current Annual Support Services fee and all Annual Support Services fees for the period elapsed since the effective date of the Software License Agreement or since the expiration of the last Annual Support Services period for which Licensee last paid the Annual Support Services fee, whichever is less in whole years, or the then-current applicable License Fee for the New Release, plus TRM's then-current Annual Support Services reinstatement charges, if any.