Preliminary Approval Letter of NYC Software License Assignment
[Note: This letter must be on the Licensor's letterhead.]

Date

Company Name [FUNDING RECIPIENT]
Address
City, State, ZIP

Re: [VENDOR] Quotation/Invoice No._____ dated_____, 20__ (the "Quotation/Invoice")

Ladies and Gentlemen:

[VENDOR via LICENSOR] has provided the above-referenced Quotation/Invoice to [CUSTOMER] ("Customer"). [LICENSOR] understands that the New York City Form of Assignment of Software License and Consent (attached hereto as Exhibit A) must be executed in the event that the City of New York (the "City") provides funding for the purchase of a non-transferable software license associated with [description of equipment.]

In the event that a funding agreement is executed between the City and Customer for the purchase of a non-transferable software license that has been sold by [VENDOR via LICENSOR], and [VENDOR] has been paid in full for the software license and associated equipment, [LICENSOR] shall execute the attached Assignment of Software License and Consent for that software license and associated equipment.

[LICENSOR]

Regards,

By: _____

Title: _____

EXHIBIT A

[NYC TEMPLATE ASSIGNMENT OF SOFTWARE LICENSE AGREEMENT]

[Note: This letter must be on the Licensor's letterhead and all bracketed references must be removed to include the necessary information.]

_____, 20_____

The City of New York
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Dear Sirs and Madams:

Re: Funding Agreement dated as of _____, 20___ ("Funding Agreement") by and between The City of New York acting by and through its Department of Design and Construction (the "City") and _____ ("Funding Recipient"); Security Agreement dated as of _____, 20__ ("Security Agreement") by Funding Recipient in favor of the City; and License Agreement dated as of _____, 20__ (the "License Agreement") by and between the undersigned ("Licensor") and Funding Recipient.

Funding Recipient has advised Licensor that the City has provided funding ("Funding") to Funding Recipient pursuant to the Funding Agreement to finance the acquisition of certain equipment ("Equipment") and software ("Software") necessary to operate said Equipment. Licensor is the holder of all copyrights and trademarks and owns all rights, benefits and privileges appurtenant to the Software. Licensor has licensed the Software to Funding Recipient pursuant to the License Agreement.

Funding Recipient has further advised Licensor that it is a condition of the Funding that, among other things, for a period commencing on the date that the City makes the first disbursement of the Funding for the Equipment to Funding Recipient, and ending five (5) years from the date that the City makes the final disbursement of such Funding to Funding Recipient, Funding Recipient grant to the City a first priority lien on the Equipment, and that Funding Recipient collaterally pledge, transfer and assign to the City and/or the City's designee the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement, the City may avail itself of all of its rights against the Equipment under the Security Agreement, and the City and/or its designee shall be vested with all of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

At the request of Funding Recipient, Licensor hereby consents to the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement for the remaining term of the License, provided that prior to exercising its rights with respect to the Software as collateral assignee of the License Agreement: (i) the City shall give notice to Licensor of the occurrence of an Event of Default under the Funding Agreement; and (ii) the City shall identify to Licensor the person or entity that will make use of the Software, including, name and address and such other information as Licensor shall reasonably request.

Licensor further agrees that the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software, and the use thereof by the City and/or the City's designee during the Performance Term shall be at no cost whatsoever to the City and/or the City's designee.

Very truly yours,

[LICENSOR]

By: _____
Name:
Title:

Funding Recipient hereby collaterally pledges, transfers and assigns to the City and/or the City's designee all the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement and notice of the occurrence thereof by the City to Licensor as provided above, the City and/or its designee shall be vested with all of the rights benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

[FUNDING RECIPIENT]

By: _____
Name:
Title: