

3/30/04

To
Please re

marks:
y thereof.



102711154

1. Name of conveying party (ies):

ess of receiving party (ies):

Kenexa Technology, Inc.

Name: Accelera Corporation

Internal Address: 2400 Boston Street

Street Address:

City: Baltimore

State: Maryland

Zip: 21224

Entity:

- Individual (s)
- General Partnership
- Corporation-State - Pennsylvania
- Other
- Association
- Limited Partnership

Entity:

- Individual (s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Citizenship

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other - Asset Purchase Agreement
- Change of Name
- Merger

Execution Date - 12/19/2003

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment.)

4. Application number (s) or registration number (s).

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,633,016; 2,722,103, 2,714,237; 2,722,102; 1,548,096; 1,548,273; 2,417,161; 1,652,055 and 2,160,467

Additional sheet attached?

- Yes
- No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas L. Lockhart
 Internal Address: Varnum, Riddering, Schmidt & Howlett
 Street Address: 333 Bridge Street, P.O. Box 352
 City: Grand Rapids
 State: Michigan Zip: 49501

6. Total number of applications and registrations involved:

9

7. Amount of fee: \$240.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number (attach duplicate copy of this form if paying by deposit account):

Deposit Account No. 22-0257

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

3/30/2004
Date

Thomas L. Lockhart
Signature

THOMAS L. LOCKHART
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 26

(+ POSTCARD)

APR 30 AM 7:23
 DEPARTMENT OF REVENUE
 04/01/2004 INSETACHE 00000023 2633016
 40.00 DP
 200.00 DP
 01 FC:0521
 02 FC:0522

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered as of December 19, 2003, by and between **Accelera Corporation**, as purchaser ("Accelera"), a Delaware corporation, located at 2400 Boston St., Baltimore, Maryland 21224 and **Kenexa Technology, Inc.**, as seller ("Kenexa"), a Pennsylvania corporation, with corporate offices at 650 East Swedesford Road, Wayne, Pennsylvania 19087.

RECITALS

Accelera and Kenexa have entered a Letter of Intent dated December 5, 2003 ("Letter of Intent") setting forth the intention of Accelera to acquire certain assets and assume selected liabilities of Kenexa's Learning Solutions division (the "Business"). The Letter of Intent contemplates a definitive agreement setting forth the detailed agreements concerning the contemplated acquisition.

THEREFORE, in consideration of the agreements, representations and warranties contained in this Agreement Kenexa and Accelera agree as follows:

ARTICLE ONE: PURCHASE OF ASSETS

1.1 Purchased Assets. For the consideration, in the manner and upon the terms and conditions hereinafter set forth, Kenexa agrees to sell, convey, transfer and assign to Accelera and Accelera agrees to accept and assume from Kenexa, as of the close of business on the Closing Date (as hereinafter defined), all of the assets used in the Business more particularly described below:

(a) Except as set forth herein, all intangible assets, including trademark registrations and applications, copyrighted works, copyright registrations and applications, all patents, if any, patent applications, inventions, trade secrets, know-how, customers lists, designs and the like, and all licenses, permits and registrations legally transferable and other Intellectual Property as defined in Section 4.17; excluded from this subparagraph (a) are the name and trademark "Kenexa" and other assumed names, trade names, trade and service marks and Intellectual Property used by Kenexa in divisions other than the Business and the website proveit.com.

(b) Accounts receivable, all right, title and interest in and to all sales backlog, purchase orders and other contracts and arrangements with customers;

(c) Inventory and supplies, work-in-process, finished goods, materials, packaging, cartons and labels;

(d) Prepaid expenses as selected by Accelera for leases assumed by Accelera;

(e) All software, computer code, storage media, equipment, furniture, fixtures and leasehold improvements and other items and all parts related thereto, together with any express or implied warranty by the manufacturers or sellers of any item or component part thereof, to the extent transferable, all spare parts, supplies, repair parts, whether or not recorded or reflected on Kenexa's books, records or balance sheet, together with any express or implied warranty by the manufacturer or seller of any item or component part thereof, to the extent transferable, and all maintenance records, brochures, catalogues, and other documents relating to such personal property or assets or to the installation or functioning thereof which are now in or may hereafter come into Kenexa's possession but Kenexa shall retain the right to license and sublicense perpetually on a non-exclusive basis and at no cost the following software and trademarks associated therewith: Kenexa Hiring Fundamentals® and Kenexa Improveit!™;

(f) All leases of personal property and equipment that are assumed by Accelera;

(g) All contract rights and rights under express or implied warranties, all licenses and franchises and any security or other deposits relating thereto for contracts, licenses and franchises assumed by Accelera;

(h) All business records, customer lists, including the name and address of the customer, the name of the individual to contact, and a copy of the latest proposal or contract from each customer to whom any sale was made during the three (3) years preceding the Closing Date, proposals to customers, whether or not resulting in a contract, advertising and marketing material, specifications and the like, vendor lists, payroll and personnel records, studies, plans, consultants' and other reports, data, notes, screening and other art work, photographs, files, order, billing and other forms and office supplies excluding letterhead and other documents bearing the Kenexa name or logo, and other documents owned by Kenexa relating to the Business, but excluding Kenexa's corporate records and minute books and originals of accounting records (but Kenexa shall deliver copies of accounting records to Accelera);

(i) All restrictive covenants, confidentiality agreements and similar obligations of present and former employees of the Business;

(j) All telephone numbers and telephone listings of the Business, including any cell phone numbers used by the Business or its employees;

(k) The real estate lease described on Schedule 1.1k and leasehold improvements;

(collectively, the "Assets").

1.2 Assumption of Selected Liabilities. Upon the terms and subject to the conditions hereinafter set forth and except as otherwise provided herein, Kenexa agrees to transfer and assign, and Accelera agrees to accept, assume and fully pay and discharge, when due, only the obligations of the Business, as of the Effective Time, described below:

- (a) Those trade accounts payable selected by Accelera incurred in the ordinary course of Kenexa's business and listed on Schedule 1.2a by category or amount;
- (b) The real estate lease described on Schedule 1.1k;
- (c) Personal property leases described on Schedule 1.2c;
- (d) Liabilities for amounts prepaid by customers listed on Schedule 1.2d;
- (e) The obligations under the customer purchase orders and contracts listed on Schedule 1.2e; and
- (f) All obligations (including warranty obligations) arising or to be completed or performed after the Effective Time under the contracts, agreements and commitments included in the Assets;

(collectively, the "Selected Liabilities").

Accelera does not assume and shall not pay, perform, or discharge any other liability or obligation of Kenexa, whether existing now or at the Closing. Accelera may choose to satisfy warranty obligations of Kenexa under Kenexa's express warranties disclosed in Schedule 4.19 and under any warranty implied by law on products or services sold by Kenexa prior to the Closing. Accelera does not assume any liability or obligation with respect to product liability, negligence, defects, failure of delivery, or other claims, and shall not be liable for any personal injuries, damage to property, or incidental or consequential damages related to products and services delivered by Kenexa prior to the Closing.

Except as specifically provided in this Agreement, Accelera does not assume and shall not be obligated to pay, perform, or discharge any liability, obligation, debt, charge, or expense of Kenexa of any kind, description, or character, whether accrued, absolute, contingent, or otherwise and whether or not disclosed on the Disclosure Schedule delivered to Accelera pursuant to Article Four. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary contained in this Agreement, Accelera shall not assume or be obligated to pay, perform, or discharge any liability, obligation, debt, charge, or expense of Kenexa, even if imposed upon Accelera as a successor of Kenexa, related to taxes, environmental matters, employee benefits, obligations, or policies (including any severance, holiday or sick pay obligation or policies or any profit sharing,

401(k), defined benefit, health, hospitalization, or other employee plans of Kenexa), judgments, product liability claims, negligence claims, and contractual claims except under contracts assigned to Accelera.

ARTICLE TWO: CLOSING AND PURCHASE PRICE

2.1 **The Closing.** The purchase and sale of the Assets shall be consummated at a Closing (the "Closing") to be held at the offices of Kenexa, or such other location as the parties may agree, on such date (the "Closing Date"), which will be such date as the parties mutually agree upon, but not later than December 24, 2003, provided the conditions set forth in Articles Six and Seven are satisfied. The transactions contemplated by this Agreement shall become effective as of midnight preceding the Closing Date ("Effective Time").

2.2 **Purchase and Sale of Assets.** On the Closing Date and subject to the terms and conditions set forth in this Agreement, Kenexa shall convey, assign, and transfer to Accelera and Accelera shall purchase from Kenexa all of Kenexa's right, title, and interest in the Assets.

2.3 **Assumption of Selected Liabilities.** On the Closing Date, subject to the terms and conditions set forth in this Agreement, Accelera shall execute and deliver assignment and assumption agreements whereby it assumes, accepts and agrees to fully pay, perform and discharge, when due, the Selected Liabilities and to hold Kenexa harmless therefrom.

2.4 **Payment for Assets.** On the Closing Date, Accelera shall pay to Kenexa by wire transfer in immediately available funds the amount of Three Million Dollars (\$3,000,000) plus (a) the assumption of the Selected Liabilities and (b) an amount equal to accounts receivable for projects completed by the close of business December 19, 2003 less any deposits for projects not completed, but the net amount of (b) shall not exceed Three Hundred Thousand Dollars (\$300,000). The purchase price shall be allocated as set forth on Schedule 2.4. Accelera and Kenexa agree to be bound by that allocation for all purposes, including reporting to the Internal Revenue Service under Section 1060 of the Internal Revenue Code, as amended ("IRC").

2.5 **Other Deliveries.**

At the Closing, Kenexa also shall deliver the following:

(a) Bills of sale, endorsements, assignments and such other instruments of transfer as are sufficient, in the reasonable judgment of Accelera and its counsel, to vest in Accelera good and marketable title to the Assets, free and clear of any and all claims, liens, mortgages, security interests, encumbrances, charges, or other restrictions (collectively, the "Encumbrances"), other than Encumbrances specifically approved in writing by Accelera and Encumbrances relating to or arising in connection with (i) the Selected Liabilities and (ii) personal property taxes not delinquent (collectively, the "Permitted Liens").

(b) All contracts, agreements, records and other documents to be acquired by Accelera pursuant to Section 1.1, with any required consents of third parties;

(c) A certificate signed by a duly authorized officer of Kenexa stating that the conditions precedent to the obligations of Kenexa pursuant to this Agreement have been fulfilled;

(d) Proof reasonably satisfactory to Accelera and its counsel of the release and satisfaction of any Encumbrance on any of the Assets that is not a Permitted Lien; and

(e) The instruments and other documents required by Article Seven.

At Closing, Accelera also shall deliver the following:

(a) Written instruments or agreements reasonably acceptable to Kenexa and its counsel, that provide for Accelera's assumption of the Selected Liabilities and holding Kenexa harmless;

(b) A certificate signed by a duly authorized officer of Accelera stating that the conditions precedent to the obligations of Accelera pursuant to this Agreement have been fulfilled; and

(c) The instruments and other documents required by Article Six.

2.6 Further Documents or Actions. On and after the Closing Date, Kenexa and Accelera shall give such further assurances to the other party and, upon the other party's request, shall execute, acknowledge and deliver all such acknowledgments and other instruments and take such further action as may be reasonably necessary, desirable, or appropriate in order to effectuate the transactions contemplated in this Agreement.

ARTICLE THREE: ACCELERA'S REPRESENTATIONS AND WARRANTIES

Accelera represents and warrants to Kenexa as follows:

3.1 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by Accelera have been duly authorized and approved by all necessary corporate action on the part of Accelera, and this Agreement is legally binding and enforceable against Accelera in accordance with its terms. This Agreement and the transactions contemplated hereby do not and will not violate any of the provisions of, or constitute a default under: (a) the Certificate of Incorporation or Bylaws of Accelera; or (b) any other material agreement, commitment or instrument to which Accelera is a party or by which any of its properties or assets are bound or

require any consent, authorization or approval under any contract, agreement or instrument to which Accelera is a party or any of its assets is bound.

3.2 Organization and Good Standing. Accelera is a Delaware corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and it has the corporate power to carry on its business as it is now being conducted and to consummate the transactions contemplated by this Agreement.

3.3 Litigation. There is no action, suit, or proceeding pending against Accelera or threatened against or affecting Accelera before any court or arbitrator or any government body, agency, or official that could materially adversely affect the ability of Accelera to perform its obligations under this Agreement or which in any manner questions the validity of this Agreement.

3.4 Other Information. No representation or warranty by Accelera contained in this Agreement, or disclosure by Accelera in any certificate or other instrument or document furnished or to be furnished by or on behalf of Accelera pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated herein or therein or which is necessary to make the statements contained herein or therein, in light of the circumstances under which they were or are made, not misleading in any material respect.

3.5 Advice of Changes. Until the Closing Date, Accelera shall promptly advise Kenexa in writing of any fact that, if existing or known as of the date hereof, would have been required to be set forth or disclosed in or pursuant to this Agreement by either party or of any fact that, if existing or known as of the date hereof, would have made any of the representations by either party contained herein untrue in any material respect.

3.6 No Broker. Accelera has not engaged any broker or created any right to compensation to any person in connection with this transaction.

ARTICLE FOUR: KENEXA'S REPRESENTATIONS AND WARRANTIES

Subject to the exceptions set forth and contained in the Disclosure Schedule delivered by Kenexa to Accelera (the "Disclosure Schedule") and accepted by Accelera, Kenexa represents and warrants to, and covenants and agrees with, Accelera as follows:

4.1 Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by Kenexa have been duly authorized and approved by all necessary corporate action on the part of Kenexa, and this Agreement is legally binding and enforceable against Kenexa in accordance with its terms. This Agreement and the transactions contemplated hereby do not and will not violate any of the provisions of, or constitute a default under: (a) the Articles of Incorporation or Bylaws of Kenexa; or (b) any other material agreement, commitment or instrument to which Kenexa is a party or by which any of its properties or assets are bound, or require any

consent, authorization or approval under any contract, agreement or instrument to which Kenexa is a party or any of its assets is bound.

4.2 Organization and Good Standing. Kenexa is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and it has corporate power to carry on its business as it is now being conducted and to consummate the transactions contemplated by this Agreement.

4.3 Litigation. Except as set forth on Schedule 4.3 of the Disclosure Schedule, during the five years preceding the date of this Agreement and as of the date of this Agreement, there has been, and is, no action, suit, or proceeding or investigation of any nature pending or, to Kenexa's knowledge, threatened against or affecting Kenexa before any court or arbitrator or any government body, agency, or official or otherwise that challenges the validity or legality of the transactions contemplated by this Agreement or that would materially adversely affect the Assets or that could materially adversely affect the ability of Kenexa to perform its obligations under this Agreement.

4.4 Environmental Liability. The Business is in material compliance with all applicable federal, state, local and foreign laws and regulations relating to protection of the environment (collectively, "Environmental Laws"), which compliance includes, but is not limited to, the possession by the Business of material permits and other governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof. The Business has received no written notice of, or to the knowledge of Kenexa, is not the subject of, any action, cause of action, claim, investigation, demand, or notice alleging liability under or non-compliance with any Environmental Law.

4.5 Permits and Licenses. The Business has all permits, licenses and approvals ("Permits") of all federal, state, local or foreign government or regulatory bodies required for it to carry on its business as currently conducted; all such Permits are in full force and effect, and, to Kenexa's knowledge, no suspension or cancellation of any of them is threatened. Kenexa is in compliance in all material respects with all requirements, standards and procedures of all federal, state, local and foreign government or regulatory bodies that issued such Permits applicable to the Business. Schedule 4.5 of the Disclosure Schedule lists all such Permits.

4.6 Financial Information. Kenexa has delivered to Accelera the financial information identified on Schedule 4.6 of the Disclosure Schedule ("Financial Information"). Such Financial Information is true, complete and correct in all material respects.

4.7 Accounts Receivable. Schedule 4.7 of the Disclosure Schedule lists all accounts receivable of the Business. All accounts receivable of the Business represent sales actually made in the ordinary course of business consistent with past practice, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their respective terms, (iii) are, to the best of Kenexa's knowledge, not subject to any valid set-off or counterclaim, (iv) are collectible in the ordinary course of business using efforts consistent with past practice in the

aggregate recorded amounts thereof, and (v) are not the subject of any actions or proceedings. The accounts receivable do not and will not include any account receivable more than 120 days old.

4.8 Liabilities. Except (i) for the Selected Liabilities, (ii) liabilities reflected on the Disclosure Schedule, (iii) liabilities under executory portions of written purchase orders, agreements or commitments of the Business assumed by Accelerera, that have been entered into in the ordinary course of business and not required to be disclosed in the Disclosure Schedule, or (iv) liabilities under the executory portion of any Permits not required to be disclosed in the Disclosure Schedule, to the best of Kenexa's knowledge, the Business has no liabilities, debts or obligations of any nature (whether known or unknown, fixed or unliquidated, choate or inchoate, secured or unsecured), or contingent liabilities of any nature.

Except as set forth on Schedule 4.8 of the Disclosure Schedule, no employee of the Business is, or will become, entitled to receive any vacation time, vacation pay, severance pay or bonus pay attributable to service rendered prior to the Closing Date.

4.9 No Material Adverse Change. With respect to the business (financial or otherwise), business prospects, asset portfolio or financial condition of the Business, there has been no material adverse change since November 11, 2001, except as set forth in Schedule 4.9 of the Disclosure Schedule.

4.10 Taxes. Kenexa has filed all federal, state, local and foreign tax returns required by law to be filed by it. Kenexa has paid all taxes and assessments due and payable by it, including, without limitation, income, property, sales, use, franchise, capital stock, excise, value added, employees' income withholding, social security and unemployment taxes imposed by the United States, by any state, municipality or foreign country, or by any subdivision or instrumentality of the United States or of any state, municipality or foreign country, or by any other taxing authority, which have become due or payable by Kenexa, and all interest and penalties thereon, whether disputed or not. Kenexa has withheld and paid all federal, state, local and foreign withholdings required by law. Kenexa has not signed any extension with any taxing authority concerning any tax liability and no open matters exist for any prior periods under any audits or investigations. Kenexa will file all tax returns required and has made or will make provision for all taxes payable for any periods that end on or before the Closing. Kenexa remits payroll taxes and withholdings to appropriate taxing authorities within the time periods required by applicable law.

4.11 Compliance with Law. Except as set forth in Schedule 4.11 of the Disclosure Schedule, the Business has been and is being conducted in material compliance with all applicable laws, rules, and regulations of all authorities, including, without limitation, occupational safety, civil rights, employee protection, fair employment practices and fair labor standards.

4.12 Employee Contracts. Except for non-compete and confidentiality agreements and offer letters, there are no employment contracts between Kenexa and any employees of Kenexa who work for the Business (the "Employees"). All Employees are identified on Schedule 4.12 of the Disclosure Schedule. All employment relationships with the Employees are terminable at the will of

Kenexa without payment of compensation (except for salary or wages and other benefits as disclosed in the Financial Information up to the date of employment termination).

4.13 Employee Relations. Except as set forth on Schedule 4.13 of the Disclosure Schedule, no dispute exists between Kenexa and any of the Employees regarding any employee organization, wages, hours or conditions of employment, and there are no labor, collective bargaining or similar agreements with any labor organization binding on Kenexa and, to Kenexa's knowledge, there are no attempts to organize a collective bargaining unit to represent any employee group(s). The hours worked by, and payments made to, the Employees have not been and are not in violation of the Fair Labor Standards Act, or any other applicable laws or regulations dealing with such matters. With respect to the Business, Kenexa is in material compliance with human health and safety and equal employment opportunity laws and regulations and the Americans with Disabilities Act and existing regulations thereunder. All payments due or to become due from Kenexa up to the Effective Time on account of Employee health and welfare insurance have been paid or will be paid by Kenexa.

4.14 Employee Benefits.

(a) Schedule 4.14(a) of the Disclosure Schedule sets forth a list of (1) each "employee benefit plan," as described in section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), which (i) is subject to any provision of ERISA; (ii) is maintained, administered or contributed to by Kenexa; and (iii) covers any employee or former employee of the Business as a result of employment with Kenexa; and (2) each employment or severance arrangement and each benefit plan (written or oral) providing for insurance coverage (including any self-insured arrangements), worker's compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits or for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation or post-retirement insurance, or benefit which (i) is not described under Subsection 4.14(a)(1) hereof; (ii) is entered into, maintained, or contributed to, as the case may be, by Kenexa; and (iii) covers any employee or former employee of the Business. Copies of plan documents, trust agreements, insurance contracts, agreements with employees, summary plan descriptions, policy statements issued to employees, annual reports (5500 series) for the past three (3) years, and the most recent actuarial reports for such employee benefit plans, to the extent in existence, have been made available to Accelera. All such plans, arrangements, policies or contracts are hereinafter referred to collectively as the "Employee Plans." The only Employee Plans which individually or collectively are "employee pension benefits plans" as defined in section 3(2) of ERISA (the "Pension Plans") are set forth in Schedule 4.14(a) of the Disclosure Schedule.

(b) Except as set forth in Schedule 4.14(a) of the Disclosure Schedule, Kenexa does not sponsor, maintain, contribute to and is not required to contribute to any pension, welfare, incentive, perquisite, paid time off, severance or other benefit plan, policy, practice or agreement subject to ERISA. There are no facts or circumstances that could, directly or indirectly, subject Accelera or any of its affiliates to any liability of any nature with respect to any pension, welfare, incentive, perquisite, paid time off, severance or other benefit plan, policy, practice or agreement sponsored, maintained or contributed to by Kenexa or any of its affiliates.

4.15 Assets.

(a) Except as set forth on Schedule 4.15 of the Disclosure Schedule, Kenexa has, or at Closing will have, and upon consummation of this transaction will have transferred to Accelera, good and marketable title to each of the owned Assets free and clear of any Encumbrances other than the Permitted Liens. Schedule 4.15 identifies all security interests and liens held by creditors of Kenexa. No claims or allegations have been made, or to Kenexa's knowledge, threatened that, if substantiated, would make the foregoing representation and warranty untrue in any respect.

(b) The tangible Assets are in good working order, and no material maintenance, replacement or repair has been deferred or neglected.

4.16 Contracts. All material contracts of the Business, written or oral, are identified or described in Schedule 4.16 of the Disclosure Schedule. Copies of all written contracts identified on Schedule 4.16 of the Disclosure Schedule have been delivered or will be delivered to Accelera within 3 days after the date of this Agreement. For purposes of this Section 4.16, a contract shall be deemed to be material if it provides for aggregate payments to or by the Business in excess of \$10,000 or it is a contract that will result in liability of Kenexa in excess of \$10,000. With respect to the Business, Kenexa has not given any power of attorney to any person, firm, or corporation. All contracts, agreements and other arrangements of the Business to be assumed by Accelera (the "Assumed Contracts") are valid and enforceable in accordance with their terms and to Kenexa's knowledge all other parties to each of the Assumed Contracts have performed in all material respects all obligations required to be performed in connection therewith. Neither Kenexa nor any other party is in default or in arrears under the terms of any of the Assumed Contracts, and to Kenexa's knowledge no condition exists or event has occurred that, with the giving of notice or the lapse of time or both, would constitute a default under any of them. None of the Assumed Contracts contain a provision requiring the consent of any party with respect to the consummation of the transaction contemplated by this Agreement. None of the Assumed Contracts is, either when considered singly or in the aggregate with others, unduly burdensome, onerous or materially adverse to the Business its earnings or prospects, or likely after the Effective Time, to result in any material loss or liability. Kenexa has not commenced renegotiation of any of the Assumed Contracts.

4.17 Intangible Assets. Schedule 4.17 of the Disclosure Schedule sets forth a true and complete list and brief description of all assumed names, trade names, trade and service marks, trademark registrations and applications, copyrighted works, copyright registrations and applications, all patents, if any, patent applications and other similar intangible assets: (i) owned by Kenexa and used in the Business, or used by the Business or (ii) in which Kenexa has an interest of any kind, and in each case which benefits the Business (the "Intellectual Property"). Except as set

forth in Schedule 4.17 of the Disclosure Schedule and in Subsection 1.1(e) hereof, no other person, firm or corporation has any proprietary or other interest in any of the Intellectual Property. Kenexa owns or possesses adequate rights to use, free and clear of any payment or encumbrance, all patents, trade names, trademarks, copyrights, inventions, processes, designs, formulae, trade secrets, know-how, customer lists and other industrial property rights necessary for the conduct of the Business as presently conducted. Kenexa does not know of any violation by others of any patent, copyright, trademark or trade name rights used in and of importance to the Business. The Business is not infringing upon any patent, copyright, trademark or trade name rights, or otherwise violating such rights, of any third party, and no proceedings have been instituted or are pending or, to Kenexa's knowledge, are threatened, and no claim has been received by Kenexa, alleging any such violation.

4.18 Insurance. Kenexa is, and has at all times in the past been, insured in commercially reasonable amounts and upon commercially reasonable terms with respect to the risks normally insured against by companies conducting similar businesses in its geographic area. Schedule 4.18 of the Disclosure Schedule sets forth a list of all policies of liability, life, product liability, worker's compensation and health, insurance covering the Business or the Employees, and Kenexa shall provide copies thereof to Accelera promptly upon request. All of such insurance policies are outstanding and in full force, all premiums due and payable with respect to the policies are currently paid and all material duties of the insured under the policies have been fully discharged. The present insurance coverages of the Business will remain in effect until the Closing Date.

4.19 Product and Service Warranties. Except as set forth in Schedule 4.19 of the Disclosure Schedule, all products produced or sold and the delivery thereof, and all services rendered by the Business have conformed in all material respects with all applicable contractual commitments and all expressed or implied warranties and all other applicable laws and regulations. The warranty set forth in the preceding sentence shall be to the best of Kenexa's knowledge with respect to products and services that have not been completed by the close of business December 19, 2003. No material liability exists or will arise for replacement, repair or correction of defective products or services, warranty obligations, damages or related costs in connection with sales or deliveries or services made or rendered prior to the Closing.

4.20 Change in Business Relationships. Except as contemplated by this Agreement, Kenexa has no knowledge, whether on account of this transaction or otherwise, that: (a) any customer, agent, representative, or supplier of the Business intends to discontinue, diminish, or change its relationship with the Business, the effect of which would be material to the Business; or (b) any person employed by the Business has given notice that he or she intends to terminate his or her employment, except Adam Bauser.

4.21 Other Information. No representation or warranty by Kenexa contained in this Agreement, or disclosure by Kenexa in any certificate or other instrument or document furnished or to be furnished by or on behalf of Kenexa pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated herein or therein or which is necessary to make the statements contained herein or therein, in light of the circumstances under which they were or are made, not misleading in any material respect.

4.22 Advice of Changes. Between the date hereof and the Closing Date, Kenexa shall promptly advise Accelera in writing of any fact that, if existing or known as of the date hereof, would have been required to be set forth or disclosed in or pursuant to this Agreement or of any fact that, if existing or known as of the date hereof, would have made any of the representations contained herein untrue in any material respect.

4.23 No Broker. Kenexa has not engaged any broker or created any right to compensation to any person in connection with this transaction.

ARTICLE FIVE: COVENANTS OF KENEXA AND ACCELERA

Kenexa and Accelera hereby covenant and agree with the other as follows:

5.1 Debts. Kenexa agrees that all debts and liabilities of the Business as of the Effective Time, except for the Selected Liabilities, will be paid or settled by Kenexa. Kenexa shall have obtained, effective as of the Closing, releases from any creditors having a security interest in or lien on any of the Assets and UCC-3 termination statements or leasehold mortgage releases and any other releases necessary to release any of the Assets given as collateral to any creditor.

5.2 Access to Records and Information; Personnel; Customers. Between the date of this Agreement and the Closing Date, Kenexa shall afford to Accelera and its authorized agents and representatives full and complete access during normal business hours to the personnel, properties, operations, books, records, contracts, documents and other information of or relating to the Business. Kenexa shall cause its personnel to provide reasonable assistance in Accelera's investigation of matters relating to the Business; provided, however, that Accelera's investigation shall be conducted in a manner which does not unreasonably interfere with normal operations of the Business and its customers and Employees. Between the date of this Agreement and the Closing Date, Accelera shall maintain, and shall cause its agents and representatives to maintain, in strict confidence all documents and information (including the terms of this transaction but excluding information that is or comes within the public domain without violation of any obligation owed to Kenexa) concerning Kenexa, furnished to, or obtained by, Accelera, or its personnel, agents and representatives, during Accelera's investigation.

5.3 Confidentiality and Publicity. Kenexa and Accelera shall maintain the confidentiality of this Agreement except as described in this Section 5.3. The initial press release with respect to the execution of this Agreement shall be a joint press release acceptable to Kenexa and Accelera. Thereafter, neither Kenexa nor Accelera nor any of their respective affiliates shall issue or cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the prior consultation of the other party, except as may be required by law; provided, however, Kenexa shall not unreasonably object to the use of its name by Accelera for purposes of announcing that it has acquired Kenexa's Learning Solutions division to its customers and the markets in which it operates. In the event the Closing does not occur, Accelera will immediately return all copies of Kenexa's confidential or proprietary information. Kenexa shall retain the right to continue to publicize the awards received by the Business.

5.4 Inspection of Premises. Immediately after the date of this Agreement, Accelera may inspect the physical condition of the Business offices and the other Assets.

5.5 Conduct of Business; Certain Covenants. From and after the execution and delivery of this Agreement and until the Closing Date, Kenexa will: (a) conduct the Business, including the collection of receivables, payment of payables and prosecution of work in process, only in the usual and ordinary course of business; (b) retain all business permits, licenses, registrations and authorizations; and (c) use its best efforts to maintain all existing contracts, customers, and all other customer agreements, relationships and business.

5.6 Employee Matters. Before the Closing Date, Accelera shall have the right to discuss with any or all Employees their employment by Accelera after the Closing Date. Before the Closing Date, with the consent of Accelera, Kenexa shall notify in writing all Employees that the Business will be transferred to Accelera on the Closing Date and Kenexa shall terminate, effective on or prior to the Closing Date, all employment, severance, stay, bonus, change-of-control, termination, consulting or similar contracts or arrangements with any Employee. Accelera agrees that it will make offers of employment on terms and conditions established by Accelera to all Employees, which terms and conditions will be substantially similar to, but need not be identical with, the Employees' current terms and conditions of employment. Kenexa shall be solely responsible for its obligations to all Employees up to the Effective Time, whether or not such Employees are hired by Accelera.

Kenexa covenants to Accelera that prior to Closing, it shall not, with respect to the Business (i) increase the full-time equivalent size or alter the composition of its work force, (ii) encourage any Employee to refuse an offer of employment made by Accelera, (iii) enter into any employment contract with any Employee, or (iv) increase the gross annual compensation of any Employee.

5.7 Negative Covenants. Kenexa shall not, without the prior consent of Accelera: (a) transfer, assign, encumber or otherwise dispose of or enter into any contract, agreement or understanding to transfer, assign, encumber or otherwise dispose of any of the Assets except in the ordinary course of business; (b) invest in any fixed assets or improvements, except for improvements currently in progress; (c) enter into any contract, commitment, lease or other transaction, except in the ordinary course of business; or (d) take any action that would interfere with or prevent performance of this Agreement.

5.8 No Solicitation. Until December 24, 2003 or termination of this Agreement, whichever shall first occur, Kenexa and its officers, directors, employees, attorneys or other agents will not, (i) initiate or solicit, directly or indirectly, any inquiries or the making of any proposal for the sale or other disposition of the Business, whether the disposition is a sale of assets, stock transaction, merger or consolidation (a "Transaction Proposal"), or (ii) engage in negotiations or discussions with, or furnish any information or data to any third party relating to a Transaction Proposal (other than the transaction contemplated hereby).

5.9 Best Efforts to Satisfy Conditions. Each of Accelera and Kenexa covenants and agrees that it: (a) will use its best efforts to satisfy the conditions to which the obligations of the

other party are subject pursuant to this Agreement on or prior to the Closing Date; and (b) will fully cooperate to facilitate the consummation of the transactions contemplated by this Agreement including but not limited to the operational aspects of the transfer of the Assets and the assumption of the Selected Liabilities.

5.10 Receipts After Closing. Following the Closing, Kenexa agrees to transfer to Accelera within two business days after receipt, all payments received by it which are associated with or relate to the Business purchased by Accelera.

5.11 Use of Kenexa Name. On and after the Closing Date, Accelera shall not use the name Kenexa or the Kenexa logo in any manner, except to the extent necessary to collect the accounts receivable purchased as part of the Assets, except to perform its obligations with respect to the Selected Liabilities and as required to make a smooth transition of the Business from Kenexa to Accelera. Accelera will remove the name Kenexa from all trademarks within a reasonable time after Closing.

5.12 Post-Closing Access to Records. Kenexa shall have, upon reasonable advance notice, the right at any time during business hours to inspect and to make copies, at Kenexa's expense, of any and all records and financial information included in the Assets, to the extent the records and the financial information pertain to Kenexa's business, operations and properties after the Closing (the "Business Records"), for any proper purpose, including without limitation preparing tax returns. In addition, Kenexa shall have, upon reasonable advance notice, the right to have temporary possession of original copies of the Business Records to defend against or otherwise participate in a tax audit, other governmental examination, or litigation. Accelera agrees to use its best efforts to preserve the Business Records in tact until December 31, 2009.

5.13 Non-Hiring of Kenexa Employees. If the Closing does not occur, Accelera will not hire or attempt to hire any employee (or individuals who were employees of Kenexa within the preceding sixty (60) days) for a period of one (1) year from the termination of this Agreement. It is recognized that damages in the event of breach of this Agreement by Accelera would be difficult, if not impossible, to ascertain, and it is therefore agreed that, notwithstanding anything in this Agreement to the contrary, Kenexa, in addition to and without limiting any other remedy or right it may have, shall have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and Accelera waives any and all defenses it may have on the grounds of lack of jurisdiction or competence of the court to grant an injunctions or other equitable relief. The existence of this right shall not preclude any other rights and remedies at law or in equity that Kenexa may have.

ARTICLE SIX: CONDITIONS PRECEDENT TO KENEXA'S OBLIGATIONS

All obligations of Kenexa under this Agreement are subject to the fulfillment (or waiver by Kenexa), on or before the Closing Date, of the following conditions:

6.1 Compliance by Accelera. All terms, covenants and conditions of this Agreement to be complied with and performed by Accelera on or before the Closing Date shall have been fully complied with and performed in all material respects.

6.2 Renewal of Representations and Warranties. Accelera's representations and warranties contained in this Agreement shall be deemed to have been made again as of the Closing Date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; and Accelera shall have performed and complied in all material respects with all agreements, conditions and covenants required by this Agreement to be performed or complied with by Accelera prior to or at the Closing Date.

6.3 Litigation. No action, suit, proceeding, or claim shall have been instituted, made, or threatened by any person relating to the validity or propriety of the transactions contemplated by this Agreement.

6.4 All Proceedings to be Satisfactory. All corporate and other proceedings to be taken, and all documents to be delivered, by Accelera in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to Kenexa and its counsel, and Kenexa and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they reasonably may request.

6.5 Supporting Documents. Kenexa shall have received copies of the following documents:

(i) a certificate of the Secretary of the State of Delaware dated as of a recent date as to the due incorporation and good standing of Accelera;

(ii) a certificate of the Secretary of Accelera dated the Closing Date certifying that attached thereto is a true and complete copy of (A) the Articles of Incorporation of Accelera as of the Effective Time; (B) the Bylaws of Accelera as of the Effective Time; (C) all resolutions adopted by the Board of Directors of Accelera authorizing the execution, delivery and performance of this Agreement, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement; and certifying to the incumbency and specimen signature of each officer of Accelera executing any agreement, document, certificate or instrument delivered in connection with this Agreement; and

(iii) such additional supporting documents and other information with respect to the operations and affairs of Accelera as Kenexa or its counsel reasonably may request.

ARTICLE SEVEN: CONDITIONS PRECEDENT
TO ACCELERA'S OBLIGATIONS

All obligations of Accelera under this Agreement are subject to the fulfillment (or waiver by Accelera), on or before the Closing Date, of each of the following conditions:

7.1 Compliance by Kenexa. All terms, covenants and conditions of this Agreement to be complied with and performed by Kenexa on or before the Closing Date shall have been fully complied with and performed in all material respects.

7.2 Renewal of Representations and Warranties. Kenexa's representations and warranties contained in this Agreement shall be deemed to have been made again as of the Closing Date, and except as otherwise contemplated by this Agreement, shall then be true in all material respects; and Kenexa shall have performed and complied in all material respects with all agreements, conditions and covenants required by this Agreement to be performed or complied with by Kenexa prior to or at the Closing Date.

7.3 Absence of Certain Changes or Events. From the date hereof to the Closing Date, there shall be and have been no material adverse changes in the business, Assets, operations or condition of the Business.

7.4 Litigation. No action, suit, proceeding, or claim shall have been instituted, made, or threatened by any person relating to the validity or propriety of the transactions contemplated by this Agreement.

7.5 Covenant not to Compete. To ensure the transfer of the goodwill of the Business, Kenexa shall execute and deliver the Covenant not to Compete attached as Exhibit 7.5.

7.6 Key Employee Commitments. Accelera shall have received the verbal commitment, in such form as is acceptable to Accelera, of each of Ian Kelly, Randall Miller, Carolyn Kopchains, Michael Boudreau and Andrew Howe, to accept employment with the Business and to endeavor to transfer his or her personal goodwill to Accelera.

7.7 All Proceedings to be Satisfactory. All corporate and other proceedings to be taken, and all documents to be delivered, by Kenexa in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to Accelera and its counsel, and Accelera and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they reasonably may request.

7.8 Supporting Documents. Accelera shall have received copies of the following documents:

(i) a certificate of the Secretary of the Commonwealth of Pennsylvania dated as of a recent date as to the due incorporation and good standing of Kenexa;

(ii) a certificate of the Secretary of the State of New Jersey dated as of a

recent date as to Kenexa's good standing and qualification to do business in the State of New Jersey;

(iii) a certificate of the Secretary of Kenexa dated the Closing Date certifying that attached thereto is a true and complete copy of (A) the Articles of Incorporation of Kenexa as of the Effective Time; (B) the Bylaws of Kenexa as of the Effective Time; (C) all resolutions adopted by the Board of Directors of Kenexa authorizing the execution, delivery and performance of this Agreement, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement; and certifying to the incumbency and specimen signature of each officer of Kenexa executing any agreement, document, certificate or instrument delivered in connection with this Agreement; and

(iv) such additional supporting documents and other information with respect to the operations and affairs of Kenexa as Accelera or its counsel reasonably may request.

ARTICLE EIGHT: TERMINATION

This Agreement may be terminated at any time prior to the Closing Date:

- (a) Mutual Consent. By mutual consent of Kenexa and Accelera.
- (b) Conditions Precedent. By either Kenexa or Accelera in the event the conditions precedent to their own obligations as set forth in Articles Six and Seven have not been met and satisfied or waived or shall have become impossible of fulfillment;
- (c) Elapsed Time. By either Kenexa or Accelera if the Closing Date does not occur (other than through the failure of the party seeking termination to comply with its obligations under this Agreement) before December 24, 2003, or such later date as the parties may mutually agree upon.

ARTICLE NINE: AMENDMENT, WAIVER AND NOTICE

9.1 Amendment. This Agreement may be amended, modified and supplemented only by a written agreement executed by an officer of each party who has been authorized by such party's Board of Directors to do so, either specifically or generally.

9.2 Waiver. The failure of either party at any time or times to require performance at any time prior to the Closing Date of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver at any time prior to the Closing Date by either party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other term, covenant, representation or warranty of this Agreement.

9.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, registered or certified mail, postage prepaid, as follows:

If to Accelerera:

Robert L. Diamond, Esq.
Alpha Genesis, LLC
25 W. 8th St., Suite 300
Holland, Michigan 49423

If to Kenexa:

Mr. Elliot H. Clark, Chief Operating Officer
Kenexa Technology, Inc.
650 East Swedesford Road, Second Floor
Wayne, Pennsylvania 19087
With a copy to: Cynthia Pyle Dixon, General Counsel
at the address for Kenexa above

ARTICLE TEN: GENERAL

10.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

10.2 Entire Agreement. This Agreement, the Schedules and the Exhibits attached hereto set forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings related to the subject matter hereof except the Non-Disclosure Agreement between the parties dated October 21, 2003.

10.3 Method of Consent or Waiver. Any consent or any waiver of conditions or covenants as may be herein provided for, subject to all of the other requirements contained in this Agreement, shall be evidenced in writing, properly executed by a duly authorized officer of the party so electing hereunder.

10.4 Assignment. Accelerera may assign its rights under this Agreement to a subsidiary of Accelerera. Except as described in the preceding sentence, neither party shall assign or transfer any right or interest in and to this Agreement, without the prior written consent of the other party. Any assignment of obligations under this Agreement will not release the assignor from the duty to perform those obligations.

10.5 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Reliance on Headings, Etc. The Article, Section and subsection headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.7 Severability Clause. If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective.

10.8 Survival of Representations and Warranties. All representations and warranties of Kenexa and Accelera contained in this Agreement shall survive the Closing for a period of one year after the Effective Time. No representations or warranties shall be extinguished by the Closing.

10.9 Waiver of Bulk Sale Compliance. In reliance on the representations and warranties of Kenexa, Accelera waives compliance with the provisions of any applicable bulk sales laws, including the provisions of the Uniform Commercial Code.

10.10 Indemnification.

(i) Kenexa shall indemnify Accelera in respect of, and hold Accelera harmless from and against, any and all Losses, as defined below, suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or nonfulfillment of, or failure to perform, any covenant or agreement on the part of Kenexa contained in this Agreement. "Loss" or "Losses" means any and all damages, fines, fees, penalties, deficiencies, losses and expenses (including, without limitation, interest, court costs, fees of attorneys, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment).

(ii) Accelera shall indemnify Kenexa in respect of, and hold Kenexa harmless from and against, any and all Losses suffered, incurred or sustained by it or to which it becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or nonfulfillment of, or failure to perform, any covenant or agreement on the part of Accelera contained in this Agreement.

(iii) All claims for indemnification will be asserted and resolved as follows:

(A) In the event any claim or demand in respect of which a party seeking indemnification (an "Indemnified Party") is asserted against or sought to be collected from the Indemnified Party by a person other than Kenexa or Accelera or an affiliate of Kenexa or Accelera (a "Third Party Claim"), the Indemnified Party shall deliver a written notice of such claim or demand ("Claim Notice") with reasonable promptness to the party against which indemnification is sought (the "Indemnifying Party"). If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party's ability to defend has been irreparably prejudiced by such failure of the Indemnified Party.

The Indemnifying Party will defend the Third Party Claim with counsel reasonably satisfactory to the Indemnified Party at the sole cost and expense of the Indemnifying Party. The Indemnifying Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that the Indemnified Party may, at the cost and expense of the Indemnifying Party, answer or file other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests; and provided further, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party, and except as provided in the preceding sentence, the Indemnified Party will bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may take over the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity with respect to such Third Party Claim.

If the Indemnifying Party fails to prosecute or defend vigorously and diligently or settle the Third Party Claim, then the Indemnified Party will have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting.

(B) In the event any Indemnified Party should have a claim against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver a written notice of such claim ("Indemnity Notice") with reasonable promptness to the Indemnifying Party. The failure or delay by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent an Indemnifying Party demonstrates that it has been irreparably prejudiced by such failure or delay and as set forth in Section 10.10(iv) below. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such Indemnity Notice, the Loss indemnified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall pay the amount of such Loss to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability with respect to such claim or fails to notify the Indemnified Party whether it disputes its liability, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations, such dispute shall be resolved by litigation in a court of competent jurisdiction.

(iv) Notwithstanding the foregoing, the right to indemnification under this Section 10.10 shall be subject to the following terms:

(A) No indemnification shall be payable by Kenexa or Accelera, as the case may be, for any breach of the representations, warranties, covenants and agreements contained in this Agreement for any claim received more than thirteen (13) months after the date of Closing and unless and until the amount of all claims for indemnification against Kenexa or Accelera, as the case may be, exceeds Twenty-five Thousand Dollars (\$25,000) in the aggregate, and then only to the extent of the amount in excess of Twenty-five Thousand Dollars (\$25,000).

(B) Kenexa and Accelera each shall be limited to claims for Losses under this Agreement in an amount of not more than One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) in the aggregate.

10.11 Remedies. The remedies of each of the parties with respect to any claim or cause of action relating to or arising out of this Agreement or this transaction shall be cumulative and shall not be exclusive. The election of a party to pursue one or more remedies consecutively or simultaneously shall not preclude that party from pursuing other remedies at any time permitted under this Agreement. Nonetheless, any recovery with respect to a claim or cause of action obtained pursuant to one remedy shall accordingly reduce the amount recoverable as to that claim or cause of action pursuant to any other remedy. It is the intent of the parties that no double recovery may be obtained by any party under any circumstances.

10.12 Expenses. Except as otherwise provided in this Agreement, and whether or not the transactions herein contemplated shall be consummated, Accelera and Kenexa shall pay their own fees, expenses and disbursements, including the fees and expenses of their respective counsel, accountants and other experts, in connection with the subject matter of this Agreement and all other costs and expenses incurred in performing and complying with all conditions to be performed under this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement on the date first above written.

ACCELERERA CORPORATION

By: _____

Deborah T. Ung

Title: President

KENEXA TECHNOLOGY, INC.

By: _____

Nooruddin Karsan

Title: Chief Executive Officer

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES is executed as of December 23, 2003, by Kenexa Technology, Inc., a Pennsylvania corporation, and Kenexa Corporation, a Pennsylvania corporation, with corporate offices at 650 East Swedesford Road, Wayne, Pennsylvania 19087 (collectively "Assignor") in favor of Accelera Corporation, a Delaware corporation, with corporate offices at 2400 Boston St., Baltimore, Maryland 21224 (the "Assignee").

RECITALS

Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain intangible assets in connection with the sale of assets of Assignor's Learning Solutions division (the "Business") by Assignor to Assignee pursuant to an Asset Purchase Agreement dated as of December 19, 2003 (the "Agreement").

AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. As set forth in the Agreement, Assignor grants, bargains, sells, assigns and transfers, to Assignee the Assignor's interest in the intangible assets used by the Business, including software, computer code, storage media, trademark registrations and applications, copyrighted works, copyright registrations and applications, all patents, if any, patent applications, inventions, trade secrets, know-how, customers lists, designs and the like, the Business' telephone and facsimile numbers, and all licenses, permits and registrations legally transferable and other Intellectual Property as defined in Section 4.17 of the Agreement; excluded from this Assignment (a) are the name and trademark "Kenexa" and other assumed names, trade names, trade and service marks and Intellectual Property used by Kenexa in divisions other than the Business and (b) the website proveit.com ("Intangibles").

2. The Assignor names and irrevocably constitutes and appoints Assignees, with full power of substitution, the true and lawful attorney-in-fact for the Assignor to:

- (i) Receive all rights and benefits pertaining to the Intangibles;
- (ii) Institute and prosecute all proceedings and take all action that Assignee in its sole discretion may deem necessary or proper to assert or enforce any claim, right or title of any kind in and to the Intangibles; and
- (iii) Defend and compromise any and all acts, suits and proceedings in respect of the Intangibles and do all such other acts and things in relation to the Intangibles as Assignee shall deem advisable.

The Assignor acknowledges that the foregoing powers are coupled with an interest and are irrevocable.

3. Simultaneously with the execution of this Assignment, the Assignor shall deliver to Assignee all notes, correspondence, and other related records and documents relating to the Intangibles.

4. The Assignor, for itself and its successors and assigns, covenants and agrees that it will at any time and from time to time, at the request of Assignee, its successors and assigns, do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances as Assignee, its successors or assigns, shall reasonably require to assure, convey and confirm to Assignee, its successors and assigns, full right, title, interest and benefit in and to the Intangibles.

5. This Assignment shall be binding on and benefit the Assignor, its successors and assigns and shall benefit Assignee, its successors and assigns.

KENEXA TECHNOLOGY, INC.



By: _____

KENEXA CORPORATION



By: _____