



c360 SOLUTIONS SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN CLIENT AND c360 SOLUTIONS. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION, LIABILITY DISCLAIMERS AND SUPPORT INFORMATION. BY INSTALLING AND USING THE SOFTWARE, CLIENT IS CONFIRMING ITS ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO BE BOUND BY THESE TERMS, CLIENT MUST UNINSTALL THE SOFTWARE FROM ALL COMPUTERS.

1. Definitions

- (a) "c360 Solutions" means c360 Solutions, Inc. and its licensors, if any.
- (b) "Software" means only the c360 Solutions software program(s) supplied by c360 Solutions herewith or as downloaded from the c360 web site, and corresponding documentation, associated media, printed materials, and online or electronic documentation.
- (c) "Client" means the company that has purchased the Software (whether through a c360 Reseller Partner or directly from c360 Solutions for use with their production installation of Microsoft CRM
- (d) "Partner" means the authorized c360 Solutions Reseller Partner from whom Client has purchased the Software.

2. License Grants

- (a) Client may install the Software on Microsoft CRM server computers that have Windows 2000 operating systems; provided, however, that, notwithstanding anything contrary contained herein, Client may not use the Software for more than one production installation of Microsoft CRM.
- (b) Client agrees that c360 Solutions may audit its use of the Software for compliance with these terms at any time, upon reasonable notice.
- (c) Client's license rights under this License Agreement are non-exclusive.

3. License Restrictions

- (a) Client may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.



- (b) Client may not sell, rent, lease, or sublicense the Software.
- (c) Client may not modify the Software or create derivative works based upon the Software.
- (d) Client may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.
- (e) In the event that Client fails to comply with this License Agreement, c360 Solutions may terminate the license and Client must destroy all copies of the Software (with all other rights of both parties and all other provisions of this License Agreement surviving any such termination).

4. Ownership

The foregoing license gives Client limited license to use the Software. c360 Solutions and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this License Agreement, including Federal and International Copyrights, are reserved by c360 Solutions and its suppliers.

5. WARRANTY DISCLAIMER

- (a) c360 SOLUTIONS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. c360 SOLUTIONS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON CLIENT UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. c360 SOLUTIONS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.
- (c) IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY.
- (d) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY c360 SOLUTIONS, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A



WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

(e) (USA only) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CLIENT. THIS WARRANTY GIVES CLIENT SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

6. LIMITATION OF LIABILITY

(a) NEITHER c360 SOLUTIONS NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF c360 SOLUTIONS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) c360 SOLUTIONS' TOTAL LIABILITY TO CLIENT FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$50 OR THE AMOUNT PAID BY CLIENT FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

(c) (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT AND CLIENT MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

(d) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS LICENSE AGREEMENT.

7. Maintenance: Support and New Releases

Customers that purchase a c360 product are entitled to support and new releases of the purchased product for one year from the time of purchase of the first product licenses. Subsequent purchases of additional licenses of the same product fall under the terms of the initial purchase. After one year from initial purchase, Client may purchase annual support contracts at 20% of current list price of all c360 products owned at time of maintenance renewal. If Software is purchased by Client through an authorized c360 Solutions Reseller partner ("Partner") and Client pays annual



support fees, Partner is responsible for providing support for Software and Client may request support by contacting Partner directly. Partner may contact c360 Solutions to request support as needed. If Software is purchased by Client directly from c360 Solutions, Client may contact c360 Solutions directly to receive support. In this case, support is provided to one administrative contact per licensing organization and is limited to assistance troubleshooting errors in the c360 applications related to installation or proper functioning of the application. c360 provides detailed product installation guides, users guides and videos on our web site at each product's individual home page. c360 provides product support and resources through www.c360.com/Support.asp. c360 Solutions reserves the right to stop support, upgrades and/or enhancements to Software at any time and without reason. In the event c360 Solutions decides to stop support, upgrades and/or enhancements Client will be entitled to a refund on any remaining amount paid by Client for support of Software. Remaining amount will be determined on a pro-rated basis based on number of days of support remaining. Support will not be provided for customized versions of c360 products whether customized by c360 or the end client. Users of customized versions of c360 product may purchase support and receive all new releases. However, c360 does not guarantee that new releases will work with customized versions nor will c360 modify its products to do so without an additional services charge.

8. Basis of Bargain

The Warranty Disclaimer, Exclusive Remedies, Limited Liability and Support/Upgrade/Enhancement set forth above are fundamental elements of the basis of the agreement between c360 Solutions and Client. c360 Solutions would not be able to provide the Software on an economic basis without such limitations. Such Warranty Disclaimer, Exclusive Remedies, Limited Liability Support/Upgrade/Enhancement inure to the benefit of c360 Solutions' licensors.

9. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

This Software and the documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the US Government is subject to restrictions as set forth in this License Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: c360 Solutions, Inc., 1441 Woodland Hills Dr NE Atlanta GA 30324.



10. (Outside of the USA) Consumer End Users Only

The limitations or exclusions of warranties and liability contained in this License Agreement do not affect or prejudice the statutory rights of a consumer (i.e., a person acquiring goods otherwise than in the course of a business).

The limitations or exclusions of warranties, remedies or liability contained in this License Agreement shall apply to Client only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where Client is located.

11. Transferability

Licenses of c360 products may only be used by the licensing organization. They may not be transferred, re-sold or otherwise assigned to another organization.

12. General

This License Agreement shall be governed by the internal laws of the State of Georgia, without giving effect to principles of conflict of laws. Client hereby consents to the exclusive jurisdiction and venue of the state courts sitting in Dekalb County, Georgia or the federal courts in Georgia to resolve any disputes arising under this License Agreement. In each case this License Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This License Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. Client agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by Client in relation to the Software licensed hereunder shall be of no effect. The failure or delay of c360 Solutions to exercise any of its rights under this License Agreement or upon any breach of this License Agreement shall not be deemed a waiver of those rights or of the breach.

No c360 Solutions dealer, agent or employee is authorized to make any amendment to this License Agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent



permissible, and the remaining provisions of this Agreement will remain in full force and effect.

All questions concerning this License Agreement shall be directed to: c360 Solutions, Inc., 1441 Woodland Hills Dr NE Atlanta GA 30324, Attention: General Counsel.

c360 Solutions and other trademarks contained in the Software are trademarks or registered trademarks of c360 Solutions, Inc. in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. Client may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This License Agreement does not authorize Client to use c360 Solutions' or its licensors' names or any of their respective trademarks.