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IF YOU ARE AN EMPLOYEE, AGENT OR CONTRACTOR OF ANOTHER ENTITY OR OTHERWISE INSTALLING OR USING THIS LICENSED SOFTWARE BY OR ON BEHALF OF AN ORGANIZATION OR ANY OTHER THIRD PARTY, YOU REPRESENT AND WARRANT TO INGENIUS THAT:

- A. YOU ARE OF THE AGE OF MAJORITY IN YOUR JURISDICTION;
- B. YOU HAVE ALL REQUISITE CAPACITY, RIGHT, POWER AND AUTHORITY TO ACCEPT THIS LICENSE ON BEHALF OF SUCH ENTITY; AND
- C. SUCH ENTITY SHALL BE IRREVOCABLY BOUND BY AND SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT INSTALL, DOWNLOAD OR IN ANY WAY USE THE LICENSED SOFTWARE AND PROMPTLY RETURN THE UNOPENED OR UNINSTALLED LICENSED SOFTWARE, OR ANY HARDWARE OR EQUIPMENT CONTAINING THE LICENSED SOFTWARE, TO THE PLACE AT WHICH YOU ACQUIRED IT FOR A FULL REFUND OF ANY LICENSE FEE PAID. IF YOU OPEN THE LICENSED SOFTWARE OR INSTALL, DOWNLOAD OR USE IT, YOU WILL BE ACQUIRING A LICENSE TO USE THE LICENSED SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU WILL BE CONSIDERED TO HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS.

NOW THEREFORE in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InGenius and Licensee agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings indicated below:

"Affiliate" shall mean with respect to a company, any corporation, partnership or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with such company for so long as such ownership exists. For the purpose of the foregoing, "own", "owned" or "ownership" shall mean holding ownership of, or the right to vote, more than fifty (50) percent of the voting stock or ownership interest entitled to elect a board of directors or comparable managing authority;

"Agreement" shall mean this agreement and any Schedule attached to this Agreement as the same may be amended from time to time in accordance with the provisions hereof; **"hereof"**, **"hereto"** and **"hereunder"** and similar expressions mean and refer to this Agreement and not to any particular

article or section; **"Article"** or **"Section"** means and refers to the specified article or section of this Agreement;

"Business Day" shall mean any day other than a Saturday, Sunday or statutory or civic holiday observed in the Province of Ontario, Canada;

"Confidential Information" shall mean the Licensed Software and any information which is confidential in nature or that is treated as being confidential by Licensee or by InGenius or its licensors and that is furnished or transferred by or on behalf of InGenius to the Licensee. Confidential Information disclosed in tangible or electronic form may be identified as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by someone exercising reasonable business judgment from being treated as Confidential Information;

"Documentation" shall mean the user manuals provided with or for the Licensed Software;

"Effective Date" shall mean the date of installation of the Licensed Software by Licensee;

"Intellectual Property Rights" shall mean any proprietary right, including but not limited to those provided under: (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory provision or common law principle that may provide a right in either: (a) ideas, formulae, algorithms, concepts, inventions, or know-how; or (b) the expression of such ideas, formulae, algorithms, concepts, inventions or know-how.

"License Fees" shall mean the fees paid or payable to InGenius or InGenius's authorized distributor in respect of the Licensed Software. Fees are non-cancellable and non-refundable;

"Licensed Software" shall mean the software you are installing for which you have been given an access license key by InGenius or its authorized distributor or its licensor including any modifications, customizations or enhancements provided by InGenius or its authorized distributors

"Open Source Software" means any software components or other material that is provided or downloaded with the Licensed Software (including any modification, translation or adaptation or any other improvement or development of the foregoing) which may be identified in one or more of the installed Licensed Software directory, through a URL link, Documentation or web site (i) that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License).

"Order Form" means the documents for placing user subscription orders to InGenius hereunder that are entered into between Licensee and InGenius from time to time, including addenda and supplements thereto. Order Forms shall be substantially in the format contained in Schedule A, which format may be changed by InGenius in its sole discretion from time to time. Order Forms which are completed by Licensee and accepted by InGenius are deemed incorporated herein by reference as additional successive Schedules to this Agreement.

"Term" shall have the meaning set out in Section 7.

"User Subscriptions" means the licensed access to the Licensed Software that is ordered by Licensee under an Order Form, specifying a specific number of users and specific subscription start and end dates, and that are provisioned by the entry of an access license key that is issued by InGenius into the InGenius Software, and the subsequent registration of that license key by the InGenius Software with the InGenius online registration system, as may be described in the Documentation.

"Parties" shall mean InGenius and Licensee collectively and **"Party"** means either of them;

1.2. Headings

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.3. Extended Meanings

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4. Entire Agreement

This Agreement (including the documents and instruments referred to herein and the schedules and exhibits hereto) supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire and complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each Party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of Licensee in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted.

1.5. Currency

Unless otherwise indicated on an Order Form, all dollar amounts referred to in this Agreement are in lawful money of the United States of America.

1.6. Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

1.7. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, New York if Licensee's business is based in the USA. If Licensee's business is based anywhere else in the world other than the USA, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement expressly excludes that body of law applicable to choice of law and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees. Each Party waives any right, and agrees not to apply to have any disputes under this Agreement tried or

otherwise determined by a jury, except where required by law.

2. LICENSE TERMS

2.1. Permitted Use

Subject to all of the terms and conditions of this Agreement and in consideration of the License Fees paid, InGenius hereby grants to Licensee a limited, non-transferable, non-sublicenseable and non-exclusive license to use:

- (a) Only the licensed number of instances of the Licensed Software, solely in executable object code format and solely on a single computer per instance of the Licensed Software, for use by no more than the number of User Subscriptions purchased and for only that period of time that has been paid for by Licensee according to the terms of this Agreement including all accepted Order Forms; and
- (b) the Documentation provided therewith,

solely for Licensee's own internal business purposes.

If Licensee wishes to use the Licensed Software on additional computers, Licensee acknowledges and agrees that Licensee will need to obtain a separate license for each additional computer by executing a further Order Form. Licensee shall not use the Licensed Software or Documentation, in whole or in part, on behalf of or for the benefit of any other person except as expressly provided herein or as agreed in an Order Form executed by both parties.

2.2. Restrictions on Use

Licensee shall not (except as otherwise expressly permitted in this Agreement with respect to Open Source Software):

- (i) Copy the Licensed Software except to copy it onto a hard disk attached to the single computer being used by Licensee and to make one copy of the Licensed Software solely for backup purposes;
- (ii) Copy any of the Documentation for any purpose;
- (iii) Rent, lease, assign, sell, license, sublicense, market, distribute, re-distribute, or transfer the Licensed Software or Documentation in any manner or in any form not expressly permitted by this Agreement;
- (iv) Alter, modify the Licensed Software, create derivative works of the Licensed Software or any functionally compatible or competitive software, or merge all or any part of the Licensed Software with another program;
- (v) Separate the component parts of the Licensed Software for installation on more than one computer;
- (vi) Use the Licensed Software for commercial time sharing, rental or service bureau use;
- (vii) Translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from all or any part of the Licensed Software except to the extent applicable law expressly prohibits the foregoing restriction; or
- (viii) Use the Licensed Software or Documentation except as authorized herein.

Licensee shall take all reasonable precautions to prevent third parties from using the Licensed Software or Documentation in any way that would constitute a breach of this Agreement including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information.

3. INTELLECTUAL PROPERTY

3.1. Intellectual Property Ownership

The Licensed Software is licensed, not sold. Licensee acknowledges that InGenius or its licensors are the owner of all Intellectual Property Rights in the Licensed Software and Documentation, related written materials, logos, names and other support materials (excluding Open Source Software) provided pursuant to the terms of this Agreement, including, but not limited to, any modification, translation or adaptation or any other improvement or development of the foregoing, or is authorized to license such rights. All Intellectual Property Rights, in and to the Licensed Software shall, at all times, remain with InGenius or its licensors.

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4. CONFIDENTIALITY

4.1. Confidential Information

Each party agrees to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement and who have entered into a non-disclosure agreement at least as protective of the Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the disclosing party shall give the other party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. Each party agrees to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary

information, to protect the Confidential Information of the other party.

4.2. Exclusions

Obligations of non-disclosure will not apply to Confidential Information which the receiving party can conclusively establish (i) was in the possession of the receiving party without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure became part of the public domain without the act or omission of the receiving party; (iii) was disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party without use or reliance upon the Confidential Information, and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

4.3 **SalesForce OrgID.** Furthermore, Licensee acknowledges and agrees that, if the Licensed Software enables Licensee's users to interact with Salesforce.com, that Licensee must provide its Salesforce OrgID to InGenius and that InGenius will disclose this OrgID to Salesforce.com in order to satisfy InGenius' contractual requirements with Salesforce.com.

5. WARRANTIES AND DISCLAIMERS

5.1 Software Warranty

InGenius warrants and represents to Licensee that for a period of ninety (90) days from Effective Date (the "**Warranty Period**") the Licensed Software shall operate in substantial conformity with the Documentation. InGenius shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

5.2 Warranty Disclaimer

EXCEPT AS PROVIDED IN SECTION 5.1, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE IS LICENSED BY INGENIUS TO LICENSEE "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE LICENSED SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. INGENIUS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE.

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6 LIMITATION OF REMEDIES

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INGENIUS OR ITS LICENSORS OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS AND AGENTS BE LIABLE FOR ANY INDIRECT INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE OR INCOME, LOST OR DAMAGED DATA OR OTHER INTANGIBLE PROPERTY, COST OF SUBSTITUTE GOODS OR SERVICES OR FAILURE TO REALIZE ANY ANTICIPATED SAVINGS. OR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSED SOFTWARE TO PROVIDE ANY NOTIFICATION TO ANYONE OF ANY THREAT, DANGER, PERIL, RISK, MENACE OR HAZARD (OR POTENTIAL THREAT, DANGER, PERIL, RISK, MENACE OR HAZARD), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WHETHER IN CONTRACT OR IN TORT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.. BUT FOR A BREACH OF CONFIDENTIALITY UNDER SECTION 4 OR AN INDEMNIFICATION OBLIGATION, INGENIUS' AND ITS LICENSORS' ENTIRE LIABILITY UNDER THIS

AGREEMENT SHALL NOT EXCEED DAMAGES TO A MAXIMUM AMOUNT EQUAL TO THE LICENSE FEES PAID BY YOU UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRECEDING THE CLAIM..

The disclaimer of warranty, limited warranty, exclusive remedies and limited liability set out herein are fundamental of the basis of the bargain between InGenius and Licensee, and Licensee acknowledges and agrees that InGenius would not be able to provide the Licensed Software for the fees charged without such limitations.

7 TERM AND TERMINATION

7.1 Term of this Agreement

This Agreement shall remain in effect from the Effective Date until Licensee ceases all use of the Licensed Software and provides written notice to InGenius of same, or until terminated in accordance with this Section 7.

7.2 Term of User Subscriptions

The term of User Subscriptions shall be as specified and paid for as per the respective Order Forms, subject to the terms of this Agreement.

7.3 Termination

Either party may terminate this Agreement as follows:

- (a) effective immediately in the event of a party's failure to comply with any of the provisions of this Agreement if after thirty (30) days written notice such failure remains uncured;
- (b) effective immediately upon receipt of written notice to that effect if a party has breached its obligations of confidentiality or any Intellectual Property Right of InGenius; or
- (c) effective immediately upon receipt of written notice to that effect if Licensee (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether voluntary or involuntary, which is not resolved favourably to the Licensee within ninety (90) days of commencement thereof; or (iii) has a receiver appointed in respect of the whole or a substantial part of the Licensee's assets.

7.4 Effects of Termination

Upon termination by InGenius, Licensee shall promptly:

- (a) Purge all Licensed Software from all computer systems, storage media, and any and all other devices and files with which the Licensed Software is used;
- (b) Return to InGenius or destroy all copies (including any partial copies) of the Licensed Software and related Documentation;
- (c) If requested by InGenius, certify to InGenius in writing that Licensee has complied with the foregoing obligations and have not provided total or partial copies of the Licensed Software or Documentation to any third party;

- (d) Remit all outstanding payments due and owing hereunder; and
- (e) Return or destroy (at InGenius's discretion) all Confidential Information and all copies, summaries and extracts thereof, retaining no copies or partial copies.

7.5 Survival

Sections 1 (Interpretation), 2.2 (Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6 (No Warranties), 7 (Limitations) 8.3 (Effects of Termination), 8.4 (Survival), 9 (Open Source Software), 10 (General) and any other provision of this Agreement which is required to ensure that the Parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration unless and until waived expressly in writing by the party to whom they are of benefit.

8 OPEN SOURCE SOFTWARE

8.1 Open Source Software

Open Source Software is free software. Licensee can distribute it and/or modify it under the terms of the applicable Open Source Software licenses.

8.2 Open Source software licenses

OPEN SOURCE SOFTWARE IS SUBJECT TO THE APPLICABLE OPEN SOURCE SOFTWARE LICENSES, AND ANY WARRANTIES, INDEMNITIES AND LIMITATIONS OF LIABILITIES FOR SUCH OPEN SOURCE SOFTWARE CONTAINED THEREIN. LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL BE BOUND BY THE OPEN SOURCE SOFTWARE LICENSES.

9 INDEMNIFICATION

9.1 Subject to Section 9.2 and 9.3 below, InGenius shall indemnify and hold harmless Licensee and its officers, directors, employees and agents (the "Indemnified Parties") from and against all third party claims that the Licensed Software infringes any copyright, patent right, trade secret right, or other intellectual property right ("Claim") provided that such claim is not due to the combination of the Licensed Software with any other software, data or products not provided by InGenius, which claim would have been avoided if the Licensed Software had not been so combined.

In the event that the Licensed Software is, or in InGenius's opinion is likely to be, enjoined or subject to a Claim, InGenius, at its option and expense, may (a) replace the Licensed Software with functionally equivalent non-infringing Licensed Software or (b) obtain a license for Licensee's

continued use of the Licensed Software, or, if the foregoing alternatives are not reasonably available to InGenius, (c) terminate this Agreement and refund any sums prepaid for the unused license term, if any.

9.2 Licensee shall promptly notify InGenius in writing of a Claim and provide InGenius with reasonable assistance in the defence of the claim at InGenius' request and expense. InGenius shall have sole defence of the Claim but Licensee may participate with counsel of its own choosing at its own expense.

9.3

THE FOREGOING IS INGENIUS' SOLE AND EXCLUSIVE LIABILITY, AND THE INDEMNIFIED PARTIES' SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

10 SUPPORT

Subject to the terms and conditions of this Agreement, InGenius will provide support according to the InGenius Connector Enterprise Service Level Agreement at <http://go.ingenius.com/icedocsupportterms>.

11 GENERAL

11.1 Equitable Relief

Licensee acknowledges and agrees that it would be difficult to compute the monetary loss arising from a breach or threatened breach of this Agreement and that, accordingly, InGenius will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Licensee.

11.2 U.S. Government End-Users

The Licensed Software (i) was developed exclusively at private expense; (ii) is a trade secret of InGenius or its licensor for all purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Licensed Software, in all respects is and shall remain proprietary to InGenius or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or

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11.3 Notices

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by a Party hereto if served upon the other or if sent to the other by overnight delivery service or registered mail to the address shown below or to any new address previously provided or published by either Party.

Notices made to InGenius under this Agreement shall be addressed to:

InGenius Software Inc.
Attention: CEO
350 Legget Drive,
Ottawa, Ontario
Canada K2K 2W7

11.4 Waiver

Either Party's failure to exercise any of its rights under this Agreement shall not constitute or be deemed to constitute a waiver or forfeiture of such rights.

11.5 Assignment

Licensee may not assign any rights or obligations under this Agreement without the prior written consent of InGenius and any attempted assignment or transfer of any of the rights, duties or obligations herein shall be void. This Agreement shall be binding upon and inure to the benefit of and be binding on the Parties, their successors and permitted assigns.

11.6 Export Restrictions

The Software and related information is subject to export and import restrictions. By downloading, installing, or using the Licensed Software, You are representing and warranting that You are not located in, under the control of, or are a national or resident of any country to which the export of the Software or related information would be prohibited by the laws of Canada or the United States. You are also representing and warranting that you are not an individual to whom the export of the Licensed Software or related information would be prohibited by the laws of Canada or the United States. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Software and related information and You shall comply with any local laws in Your jurisdiction that may impact Your right to export, import, or use the Licensed Software or related information, and You represent and warrant that You have complied with

any such applicable laws or regulations. The Licensed Software shall not be used for any purposes prohibited by export laws. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Licensed Software or related information. **Button: "I reject"**

11.7 Third-Party Beneficiaries

You are hereby notified that there may be third-party beneficiaries to this Agreement. To the extent that this Agreement contains provisions that relate to (i) the use by You of certain components of the Licensed Software in which such third parties have an interest, or (ii) services provided by Affiliates, licensors, subcontractors, and/or distributors of InGenius; such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by InGenius.

11.8 Binding on Successors

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted hereunder, their respective successors and permitted assigns.

IMPORTANT NOTICE: THIS IS A LICENSE, NOT A SALE. THIS END USER LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (OR YOUR ORGANIZATION), THE LICENSEE, AND INGENIUS FOR THE LICENSED SOFTWARE. BY CLICKING ON "I ACCEPT" BELOW, LICENSEE SHALL BE DEEMED BY INGENIUS TO HAVE IRREVOCABLY AGREED TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK "I REJECT", AND DO NOT INSTALL OR USE THE LICENSED SOFTWARE. LICENSEE'S INSTALLATION OR USE OF THE LICENSED SOFTWARE SHALL BE DEEMED BY INGENIUS TO BE LICENSEE'S IRREVOCABLE CONSENT TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT.

IF YOU ARE AN EMPLOYEE, CONTRACTOR OR OTHERWISE INSTALLING OR USING THIS LICENSED SOFTWARE BY OR ON BEHALF OF AN ORGANIZATION OR ANY OTHER THIRD PARTY, YOU REPRESENT AND WARRANT TO INGENIUS THAT:

- A. YOU ARE OF THE AGE OF MAJORITY IN YOUR JURISDICTION;
- B. YOU HAVE ALL REQUISITE CAPACITY, RIGHT, POWER AND AUTHORITY TO ACCEPT THIS LICENSE ON BEHALF OF SUCH ENTITY; AND
- C. SUCH ENTITY SHALL BE IRREVOCABLY BOUND BY AND SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Button: "I accept"

Schedule A - InGenius Connector Enterprise Order Form

This Completed Order Form becomes part of your InGenius Connector Enterprise End-User License Agreement

Please attach completed order form to your Purchase Order and email to sales@ingenius.com.

CONTACT INFORMATION

Company Name:	
Contact Name:	
Phone:	
Email:	
Address:	
Country:	
Customer PO Reference Number:	
Customer CRM Org ID / Business Unit Name:	

Customer agrees to provide CRM Org ID or Business Unit Name during installation.

ORDER DESCRIPTION AND PRICING

InGenius Reference Number:	
InGenius Account Manager:	
Subscription Price Offer is Valid Until (Date):	
Software Being Subscribed To:	
CRM:	
Telephony Platform:	
Number of Users at this Site, Prior to this Order Form:	
Number of Users Being Added with this Order Form:	
Total Number of Users at this Site including this Order Form:	
Subscription Start Date for Additional Users:	
Subscription End-Date:	
Price Per User for the following period:	
Total Price for this Order Form:	

Maintenance and Support services included in the above prices: <http://go.ingenius.com/icedocsupportterms>

End-User License Agreement: <http://go.ingenius.com/eula>

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