

FORM OF END USER LICENSE AGREEMENT

MSCRM-ADDONS.COM SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN CLIENT AND MSCRM-ADDONS.COM. 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) "MSCRM-ADDONS.COM" means PTM EDV-Systems GmbH and its licensors, if any.
- (b) "Software" means only the MSCRM-ADDONS.COM software program(s) supplied by PTM EDV-Systeme GmbH herewith or as downloaded from the MSCRM-ADDONS.COM 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 MSCRM-ADDONS.COM Reseller Partner or directly from MSCRM-ADDONS.COM for use with their production installation of Microsoft CRM
- (d) "Partner" means the authorized MSCRM-ADDONS.COM 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 operating systems which are compatible with Microsoft CRM; 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 MSCRM-ADDONS.COM 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, MSCRM-ADDONS.COM 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. MSCRM-ADDONS.COM 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 MSCRM-ADDONS.COM and its suppliers.

5. LIMITED WARRANTY & WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE (INCLUDING ANY EMBEDDED SOFTWARE) AND ALL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND MSCRM-ADDONS.COM SOLUTION DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MSCRM-ADDONS.COM SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE SOFTWARE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE BINDING ON MSCRM-ADDONS.COM SOLUTION. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. FURTHER, YOU (CLIENT) ACKNOWLEDGE THAT NEITHER YOU NOR ANY OF YOUR REPRESENTATIVES HAVE RELIED ON ANY REPRESENTATIONS MADE BY MSCRM-ADDONS.COM SOLUTIONS OR ANY MSCRM-ADDONS.COM REPRESENTATIVE IN RELATION TO THE SOFTWARE AND/OR DOCUMENTATION EXCEPT FOR THOSE EXPRESSLY STATED IN THIS AGREEMENT. YOU (CLIENT) FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE CONTROL, OPERATION AND SECURITY OF YOUR NETWORK, INCLUDING WITHOUT LIMITATION ANY INTERNET TRANSACTIONS AND COMMUNICATIONS CARRIED OUT USING ITS NETWORK WITH THIRD PARTIES, WHETHER MADE THROUGH ACCESS TO OR USE OF THE SOFTWARE OR NOT.

6. LIMITATION OF LIABILITY

(a) NEITHER MSCRM-ADDONS.COM 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 MSCRM-ADDONS.COM 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) MSCRM-ADDONS.COM 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. Support and New Releases

Customers that purchase a mscrm-addons.com product are entitled to support and new releases (does not include upgrades to newer MS CRM versions) 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 10 Euro per User. In all cases where an additional year of support is purchased, the term of that support will commence as of the expiration date of the original support period. For example, an organization that purchases mscrm-addons.com products on January 1, 2005 and waits to renew support until February 2006 will receive support through December 31, 2006; one year starting from the expiration of the original term.

If Software is purchased by Client through an authorized mscrm-addons.com 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 mscrm-addons.com Solutions to request support as needed. If Software is purchased by Client directly from mscrm-addons.com Solutions, Client may contact mscrm-addons.com 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 mscrm-addons.com applications related to installation or proper functioning of the application. mscrm-addons.com provides detailed product installation guides, users guides and videos on our web site at each product's individual home page. mscrm-addons.com provides product support and resources through

<http://www.msrm-addons.com> msrm-addons.com Solutions reserves the right to stop support, upgrades and/or enhancements to Software at any time and without reason. In the event msrm-addons.com 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 msrm-addons.com products whether customized by msrm-addons.com or the end client. Users of customized versions of msrm-addons.com product may purchase support and receive all new releases. However, msrm-addons.com does not guarantee that new releases will work with customized versions nor will msrm-addons.com 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 msrm-addons.com Solutions and Client. msrm-addons.com 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 msrm-addons.com 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: PTM EDV Systeme GmbH, 8020 Graz , Bahnhofgürtel 59, AUSTRIA.

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 msrm-addons.com 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 AUSTRIA, without giving effect to principles of conflict of laws. Client hereby consents to the exclusive jurisdiction and venue of the state courts sitting in AUSTRIA 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 msrm-addons.com 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 msrm-addons.com 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: PTM EDV Systeme GmbH, Bahnhofgürtel 59, 8020 Graz, AUSTRIA.

mscrm-addons.com Solutions and other trademarks contained in the Software are trademarks or registered trademarks of PTM EDV Systeme GmbH. 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 mscrm-addons.com Solutions' or its licensors' names or any of their respective trademarks.