

ATTACHMENT VII

END USER LICENSE AGREEMENT

Janeeva Service Agreement

This Janeeva Service Agreement ("Agreement") is made on this _____ 200__, between _____ (hereinafter referred to as "the Customer"), located at _____ and Janeeva, Inc. (hereinafter referred to as "Janeeva"), located at 2232 South Main Street, #376 in Ann Arbor, Michigan. This agreement applies to the online software applications branded under Janeeva Delivery Management and other Janeeva branded or customized versions of the online applications (collectively referred to as the "Service"). The Service's features and capabilities may vary depending on the version or level of the Service provided with this Agreement. As used in this Agreement, the terms "the Customer", "the Customer's" or "user" all refer to the person using the Service, as intended and described in Section 2.

1. Permitted Uses and Restrictions on Use

Subject to these terms and the conditions of this Agreement, Janeeva or its subcontractors will provide the Service that allows the Customer to manage data, provided by the Customer's vendors, through internet communication. In order to use the Service, the Customer must obtain internet access at the Customer's own expense. If available, the Customer may also have the option for a limited transfer of data or files from the Service to select versions of Janeeva Delivery Management software, should it be licensed from Janeeva at a later date.

2. Acceptable Use

2.1 Responsibility for Content. The Customer understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that the Customer, and not Janeeva, is entirely responsible for all Content that the Customer uploads or otherwise transmits via the Services. Janeeva does not control the Content uploaded or otherwise transmitted by the Customer or other customers via the Services, and except as permitted by a separate Master Services Agreement, does not guarantee the accuracy, integrity or quality of such Content. In this Policy, "Content" means information, data, text (including but not limited to names of files, databases, directories and groups of the same), software, graphics, video, messages or other materials; and "Services" means the services and/or facilities that Janeeva provides to the Customer, for example by subscription or by means of an Janeeva-branded web site.

2.2 Other Conduct. The Customer agrees to not use the Service to:

- a. Impersonate any person or entity, including, but not limited to, any Janeeva representative, or misrepresent the Customer's affiliation with any person or entity;
- b. Upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. Interfere with or disrupt the Services or servers or networks connected to the Services;
- d. Incite or provide instructional information about activities, which are unlawful under the laws of the United States.

2.3 Other. By submitting data, files, software, text or other content ("Content") to Janeeva in connection with this Service, the Customer warrants that: (i) the Customers are the owners of such Content, or have been granted all the rights necessary from the owner of Content to submit such Content to Janeeva, and (ii) the use of Content by Janeeva and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

3. Access, Passwords and Security

The Customer may designate up to the number of users under the Customer's account permitted under Exhibit A of this Agreement, and the Customer may provide and assign such access and passwords to such users. The Customer

will be responsible for the confidentiality and use of the Customer's user names(s) and password(s). The Customer will be responsible for all electronic communications, including account registration and other account holder information, email and assurance, accounting and other data including any Content ("Electronic Communications") entered through or under the Customer's user names(s) and password(s). Janeeva will act as though any Electronic Communications it receives under the Customer's user names(s) will have been sent by the Customer. The Customer agrees immediately to notify Janeeva if the Customer becomes aware of any loss or theft or unauthorized use of any of the Customer's user names(s) and/or password(s).

4. General Practices Regarding Use, Storage and Service Access

The Service Level Terms applicable to this agreement are specified in Exhibit B. The Customer agrees that Janeeva has no responsibility or liability, except for Janeeva's best efforts, for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. As a condition of use for this Service, the Customer agrees that, in the event of an error with the Customer's Service, a Service technician shall be permitted to access the Customer's Content as necessary to resolve the problem.

5. Privacy

5.1 Protection. Janeeva will work to protect Customer information from loss, misuse or unauthorized alteration by using industry-recognized security safeguards. Janeeva employees will be trained and required to safeguard Customer information.

5.2 Use of Customer Information. Janeeva shall not sell or rent the Customer's information to any outside party. Janeeva will not share the Customer's personal information with anyone outside of Janeeva for promotional, including marketing, use. The data will remain the property of the Customer unless surrendered for deletion under Termination as described in Section 7.

5.3 Access by Third Parties. Janeeva has limited relationships with third parties to assist Janeeva in servicing the Customer. These service providers are contractually required to maintain the confidentiality of the information Janeeva provides them. Janeeva may disclose the Customer's information if required by a law enforcement action such as a court order, subpoena or search warrant.

5.4 Web Technology. Janeeva may use technology, such as cookies, that makes the Customer's use of the Service easier by recognizing the Customer when the Customer returns and helps to provide the Customer with a customized experience.

6. Fees

The Customer agrees to pay the fees as defined (and for the entire term defined) in Exhibit A of this Agreement.

7. Termination

The Customer acknowledges and agrees that Janeeva may suspend or terminate the Customer's account and/or deny the Customer access to, use of, or submission of Content for, all or part of the Service, upon 15 days written notice by Janeeva, if the Customer fails to make payment for Fees as invoiced or if the Customer engages in any conduct that Janeeva believes, in its sole discretion: (a) violates any term or provision of this Agreement, (b) violates the rights of Janeeva or third parties, (c) is otherwise inappropriate for continued access and use of the Service. The Customer agrees that upon termination, either by the Customer or Janeeva, Janeeva may delete all Content and information related to the Customer's account and may bar the Customer's access to the Customer's account and the Service including, but not limited to, access to any of the Customer's Content entered into or used in connection with the Service. Further, the Customer agree that Janeeva shall not be liable to the Customer or any third-party for any termination of the Customer's access to the Service. The Customer agrees to defend, indemnify and hold Janeeva harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Customer's violation of this Agreement, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of Service.

8. Links

The Service may provide links to other World Wide Web sites or resources. The Customer acknowledges and agrees that Janeeva is not responsible for the availability of such external sites or resources, and does not endorse and is not

responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. The Customer further acknowledges and agrees that Janeeva shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

9. Janeeva Proprietary Rights

9.1 Confidential Information. The Customer acknowledges and agrees that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

9.2 Title of Service. Janeeva owns all right, title and interest in and to the Service, including source code, object code, operating instructions, interfaces, and documentation developed for or relating to the Service, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies, with modifications and derivative works thereto.

9.3 Intellectual Property. All Intellectual Property Rights and all other property rights of any nature in the System, and shall remain with Janeeva and Janeeva shall have the right to obtain and to hold in its name, patents, copyright registrations or trademark or service mark registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

10. No Resale, Etc. of the Service

Except as specified in the attached Exhibit A and as it pertains to access by third-party vendors servicing the Customer, Customer agrees not to copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service. The Customer agrees not to access the Service by any means other than through the interface that is provided by Janeeva for use in accessing the Service.

11. Disclaimer of Warranties

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT:

- a. JANEeva WARRANTS THAT THE SERVICE, WHEN USED AS PERMITTED UNDER THIS AGREEMENT AND IN ACCORDANCE WITH THE INSTRUCTIONS IN THE DOCUMENTATION (INCLUDING USE ON A COMPUTER HARDWARE AND OPERATING SYSTEM PLATFORM SUPPORTED BY JANEeva), WILL OPERATE SUBSTANTIALLY AS DESCRIBED IN THE DOCUMENTATION. JANEeva DOES NOT WARRANT THE CUSTOMER'S USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR BE ERROR-FREE OR UNINTERRUPTED. JANEeva WILL, AT ITS OWN EXPENSE AND AS ITS SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY, USE COMMERCIALY REASONABLE EFFORTS (IN ACCORDANCE WITH THE MAINTENANCE AND SUPPORT SCHEDULE) TO CORRECT ANY REPRODUCIBLE ERROR IN THE SERVICE REPORTED TO JANEeva BY CUSTOMER.
- b. THE LIMITED WARRANTY SET FORTH ABOVE SHALL NOT APPLY TO THE EXTENT THAT THE DEFECT OR MALFUNCTION OCCURS BECAUSE (i) THE AFFECTED SERVICE HAS NOT BEEN USED IN ACCORDANCE WITH THE DOCUMENTATION OR JANEeva' INSTRUCTIONS; (ii) THE AFFECTED SERVICE HAS BEEN ALTERED OR MODIFIED BY CUSTOMER; OR (iii) OF THE MALFUNCTIONING OF CUSTOMER'S OR A THIRD PARTY'S HARDWARE OR SOFTWARE, WHICH MATERIALLY AFFECTS THE SERVICE. JANEeva SHALL NOT BE REQUIRED TO RESPOND TO A WARRANTY CLAIM HEREUNDER TO THE EXTENT THAT CUSTOMER HAS NOT TIMELY PAID AMOUNTS DUE AND OWING TO JANEeva UNDER THIS AGREEMENT.
- c. THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, JANEeva DOES NOT WARRANT THE PERFORMANCE OF ANY SOFTWARE OR SERVICE NOT PROVIDED BY JANEeva, INCLUDING CUSTOMER'S APPLICATION PACKAGES, WHICH INTERACT WITH THE SERVICE OR

OTHER COMMERCIALY DEVELOPED PACKAGES, WHICH MAY INTERACT WITH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF JANEEDA'S SUPPLIERS.

- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM JANEEDA OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Representations and Warranties.

The Customer represents that, to the best of the Customer's knowledge and belief, the Customer's use of the Service does not directly or indirectly infringe the legal rights of a third party or violate the laws of the United States. The Customer further represents and warrants that all information provided by the Customer in connection with the Customer's registration is accurate and reliable.

13. Limitation of Liability

- a. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT JANEEDA AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF JANEEDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, CONTENT AND/OR ANY INFORMATION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, CONTENT, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.
- b. CUSTOMER ALSO AGREES THAT JANEEDA WILL NOT BE LIABLE FOR ANY (i) INTERRUPTION OF BUSINESS, (ii) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE JANEEDA SOFTWARE WEBSITE OR THE WEB SITE(S) CUSTOMER ACCESSES THROUGH THIS SERVICE; (iii) CONTENT NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (iv) EVENTS BEYOND JANEEDA'S REASONABLE CONTROL;
- c. IN NO EVENT SHALL JANEEDA'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO JANEEDA FOR THE SERVICE, BUT IN NO EVENT GREATER THAN AMOUNT PAID TO JANEEDA BY THE CUSTOMER OVER THE PRIOR TWELVE (12) MONTHS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 11 AND 13 MAY NOT APPLY TO CUSTOMER.

15. General Information

This Agreement constitutes the entire agreement between the Customer and Janeeda and governs the Customer's use of the Service, superceding any prior agreements between the Customer and Janeeda (including, but not limited to, any prior versions of this Agreement) with respect to its subject matter. The Customer also may be subject to additional terms and conditions that may apply when the Customer uses affiliate or other Janeeda services, third-party content or third-party software. Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions. Except as otherwise provided in this Agreement, the Customer and Janeeda agree to submit to the personal and exclusive jurisdiction of the courts

located within Washtenaw County, Michigan. This Agreement does not limit any rights that Janeeva may have under trade secret, copyright, patent, trademark or other laws. The failure of Janeeva to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. The Customer agrees that any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement will inure to the benefit of Janeeva and its successors and assigns.

16. Survival

All representations, warranties, Sections, 7, 11, 12, 13, 14, 15, and 16 in this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ in the year of 200__.

“Janeeva”:

“The Customer”:

Janeeva, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____