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TASKTOP MASTER SUBSCRIPTION AGREEMENT

PLEASE READ THIS TASKTOP MASTER SUBSCRIPTION AGREEMENT BEFORE PURCHASING OR USING THE PRODUCTS. BY USING OR PURCHASING THE PRODUCTS, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE PRODUCTS.

This Tasktop Master Subscription Agreement is between Tasktop Technologies Incorporated ("Tasktop") and the purchaser or user of the Products that accepts the terms of this Agreement ("Customer"). The effective date of this Agreement ("Effective Date") is the date that Customer uses the Products. Capitalized terms have the meanings set forth in the sections in which they are used and in Section 11 below.

1. LICENSE.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Tasktop grants to Customer, during the time Customer has a valid Subscription in place for the Products, a limited, non-exclusive, non-transferable right and license, solely to the object code version of the Products and without the right to grant or authorize sublicenses or to further distribute the Products: (i) to install the Products on up to two (2) machines for each User (however, only one copy may be used by each User at a time); (ii) for Users to use the Products solely in the normal course of Customer's internal business operations, and (iii) to host the Products on one (1) Customer internal Server for User's access of data for Customer's internal business use.

1.2 License Restrictions. Customer shall not itself, or through any parent, subsidiary, Affiliate, agent or other third party: (i) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Products or the Documentation to a third party; (ii) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so, except to the limited extent, if any, that applicable law permits such acts notwithstanding any contractual prohibitions, provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide Tasktop with thirty (30) days prior written notice and provide all reasonably requested information to allow Tasktop to assess Customer's claim and, at Tasktop's sole discretion, to provide alternatives that reduce any adverse impact on Tasktop's intellectual property or other rights; (iii) allow access or permit use of the Products by any users other than Users; (iv) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Products, any additional licensing terms provided by Tasktop via Documentation, notification, and/or policy change posted at <http://www.tasktop.com>, or the terms of this Agreement; (v) modify or create derivative works based upon the Products; (vi) disclose the results of any benchmark test of the Products to any third party without Tasktop's prior written approval, or (vii) create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified in any naming convention designation. Customer acknowledges that the Products are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility, aircraft navigation, control or communication systems, weapons systems, or direct life support systems.

1.3 Audit Rights. Customer will maintain accurate records as to its installation and use of the Products as authorized by this Agreement, for at least two (2) years after the expiration or termination of this Agreement. Tasktop, or persons designated by Tasktop, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Products are used by Customer in accordance with the terms of this Agreement. Any such audit will be performed at Tasktop's expense.

1.4 Open Source Software. The Open Source Software is licensed to Customer under the terms of the applicable open source license conditions and/or copyright notices that can be found in the `open_source_licenses` file, the Documentation or other materials accompanying the Products. Copyrights to the Open Source Software are held by copyright holders indicated in the copyright notices in the corresponding source files or in the `open_source_licenses` file or other materials accompanying the Products.

1.5 Disaster Recovery. If the applicable machine is rendered inoperative due to a disaster, then, the license granted under this Agreement is temporarily extended to authorize Customer to use the Product on a temporary, substitute, or back-up machine of Customer located at another Customer site or at an authorized third party's site, for purposes of Customer's disaster activities, and/or archival or emergency backup, on non-production systems, as long as (i) such use by Customer is limited to the time period that Customer is performing such bona-fide disaster recovery activities and/or archival or emergency backup; (ii) Customer acts in good faith to cease such use of the Product after Customer has completed such permitted uses; and (iii) such use is not for purposes of circumventing Customer's need to purchase additional licenses of Products. Unless otherwise mutually agreed to in writing by the parties, under no circumstances shall the limited time period for such use exceed ninety (90) days.

2. SUPPORT SERVICES. Tasktop will provide Customer with the Support Services for the Products. Services are provided to Customer solely for Customer's internal use, and Customer may not use the Products or Support Services to supply any consulting, support or training services to any third party. Subscriptions and Support Services will automatically renew each year unless either party provides written notice to the other party at least sixty (60) days before the end of the then-current term of its intent not to renew.

3. SERVICES

3.1 Services. Tasktop will provide Customer with the Services specified in an applicable Order Form. Services are provided to Customer solely for Customer's internal use, and Customer may not use the Services to supply any consulting, support or training services to any third party.

3.2 Customer Obligations.

3.2.1 Cooperation. Customer agrees to provide Tasktop with such cooperation, materials, information, access and support which Tasktop deems to be reasonably required to allow Tasktop to successfully provide the Services, including, without limitation, as may be set forth in an applicable Order Form.

3.2.2 Third Party Products. Customer acknowledges that in order for Tasktop to provide the Services, Customer may be required to license and install Third Party Products. Tasktop may provide Customer with links and instructions for obtaining Third Party Products, but it is Customer's responsibility to properly license and install any required Third Party Products from the relevant third party providers. Tasktop will have no liability with respect to any Third Party Products.

3.2.3 Customer Policies. While on premises owned, controlled or hired by Customer, all Tasktop personnel will conduct themselves in accordance with the standard health, safety and security policies of Customer applicable to its staff generally that have been provided to Tasktop in writing prior to the performance of any services on Customer's premises.

4. OWNERSHIP. Tasktop and its suppliers retain all right, title, and interest in and to the Tasktop Tools. Subject to the foregoing, Customer owns all right, title, and interest to Applications developed by Customer using the Products. Tasktop is free to use and incorporate into its products and services any ideas, know-how, and/or techniques that are inherently disclosed to Tasktop by Customer in the course of Tasktop's provision of services or are developed in the performance of the services. Nothing in this Agreement will, or is intended to, limit Tasktop's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge gained as a result of the performance of the services in connection with the Agreement.

5. RESERVED.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6.1 Products. Tasktop warrants to Customer only that, during the Warranty Period, the Products will substantially conform to the description contained in the applicable Documentation. If during the Warranty Period the Products do not substantially conform to the description contained in the applicable Documentation, Tasktop shall correct such nonconformities in accordance with the terms and conditions in Exhibit A.

6.2 Services. Tasktop warrants that the Services and Support Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. If the Services are not performed as set forth above, Tasktop will re-perform the applicable Services.

6.3 The remedies in Section 6.1 and 6.2 are Customer's sole and exclusive remedies for breach of warranty and Tasktop's sole and exclusive liability for breach of warranty.

6.4 The warranties in Sections 6.1 and 6.2 are made to and for the benefit of Customer only. The warranties will apply only if:

6.4.1 the Products have been properly installed and used at all times and in accordance with the instructions in the applicable Documentation;

6.4.2 no modification, alteration or addition has been made to the Products by persons other than Tasktop; and

6.4.3 Tasktop receives written notification of the breach, in the case of the warranty in Section 6.1, within thirty (30) days following the date the Products were initially licensed by Customer, and in the case of the warranty in Section 6.2, within three (3) days following the performance of the relevant Services or Support Service.

6.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND 6.2 ABOVE, TASKTOP MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TASKTOP DOES NOT WARRANT THAT THE SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. TASKTOP HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

6.6 Limitation of Liability.

6.6.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, TASKTOP AND ITS LICENSORS TOTAL AGGREGATE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY TASKTOP'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS (US \$1000)CUSTOMER.

6.6.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL TASKTOP OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

6.6.3 The provisions of this Section allocate the risks under this Agreement between Customer and Tasktop. The terms and conditions contained herein reflect this allocation of risks and limitation of liability.

7. INDEMNIFICATION.

7.1 Indemnity by Tasktop.

7.1.1 Indemnity. Subject to the remainder of this Section, Tasktop shall defend Customer who has a valid Subscription in place against any third party claim that the Products infringe such third party's U.S. patent or copyright ("Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer (i) notifies Tasktop promptly in writing of such Infringement Claim, (ii) grants Tasktop sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Tasktop request for assistance. Tasktop will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Tasktop.

7.1.2 Remedies. Should any Products become, or in Tasktop's opinion be likely to become, the subject of such an Infringement Claim, Tasktop shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Products and, upon receipt thereof, the corresponding licenses are terminated.

7.1.3 Exclusions. Tasktop shall have no liability if the alleged infringement is based on (1) combination with non-Products, provided, however, that Third Party Products delivered by Tasktop with the Products and unmodified by Customer shall not be deemed to be non-Products, for purposes of the foregoing exclusion, (2) use for a purpose or in a manner for which the Products were not designed, (3) use of any older version of the Products when use of a newer Tasktop revision would have avoided the infringement, (4) any modification of the Product, or (5) any intellectual property right owned or licensed by Customer, excluding the Products.

7.1.4 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND TASKTOP'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

8. TERM AND TERMINATION. Unless otherwise stated in the applicable Order Form, the initial term of this Agreement shall commence on the Effective Date of this Agreement, and shall continue for a period of one (1) year. Thereafter, the term of this Agreement shall automatically renew for additional one (1) year periods unless either party gives written notice to the other of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then-current term. The initial term of this Agreement, plus any subsequent renewal term shall be the "Term" of this Agreement. Either party may terminate this Agreement (including all related Order Forms) upon giving notice in writing to the other party if the other party (i) ceases to do business in the ordinary course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency, which proceeding, if involuntary, is not dismissed within sixty (60) days, (iv) makes an assignment for the benefit of its creditors, or (v) commits a material breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. Upon the expiration or termination of this Agreement, (i) all licenses granted herein shall terminate, (ii) Customer shall

have no further rights to receive Support Services; and (iii) Sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 will survive.

9. NON-SOLICITATION. Customer and Customer's Affiliates may not hire, or directly or indirectly solicit or employ, any employee or contractor of Tasktop who is or was involved in the development, use or provision of Services to Customer, without the prior written consent of Tasktop, for a period of: (i) two (2) years after the termination of this Agreement, or (ii) during the time the employee is employed by Tasktop and for a period of one (1) year thereafter, whichever is later. Provided, however, that nothing contained in this Section 9 will prevent a party from hiring any such employee or contractor who responds to a general hiring program conducted in the ordinary course of business or who approaches such party on a wholly unsolicited basis.

10. MISCELLANEOUS.

10.1 Assignment. Customer may not assign this Agreement or any of its rights or obligations hereunder (whether by operation of law, sale of securities or assets, merger or otherwise), without the prior written consent of Tasktop, and any such assignment in violation of this Section shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

10.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail as set forth above, or two (2) days after delivery to an overnight air courier service. Notices shall be sent to:

If to Tasktop:
Tasktop Technologies Incorporated
1100-1500 West Georgia Street
Vancouver, BC V6G 2Z6
Canada
Attn: Chief Financial Officer

If to Customer:

Attn: _____

10.3 No Warranties. No employee, agent, or representative of Tasktop has authority to bind Tasktop to any oral representations or warranty concerning the Products. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

10.4 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

10.5 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

10.6 Severability. If any provision in this Agreement (including, without limitation, the prohibition on de-compiling or reverse engineering) is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

10.7 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and

supersedes all previous communications, representations, understandings and agreements, either oral or written. Without limiting the foregoing, this Agreement will supersede over any standard terms and conditions set forth on Customer's purchase order regardless of any failure of Tasktop to object to such terms, and any such terms and conditions are hereby rejected by Tasktop. This Agreement may not be amended, except by a writing signed by both parties.

10.8 Independent Contractors. The relationship of Tasktop and Customer established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either party the agent of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the parties as partners or joint venturers and neither party shall hold itself out as being an agent having such authority. Customer shall make no representations or warranties on behalf of Tasktop with respect to the Products.

10.9 Publicity. Customer agrees that Tasktop may reference Customer as a Customer of Tasktop, subject to Customer's trademark and logo usage guidelines provided by Customer.

10.10 Confidential Information. The Receiving Party shall not: (i) disclose any Confidential Information to any third party, except as otherwise expressly permitted herein; (ii) make any use of Confidential Information except: (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties' ongoing business relationship; or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party is liable for all acts and omissions of its employees and consultants to the extent that such act or omission would be a breach of this Agreement if done by Receiving Party. The Receiving Party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. The Receiving Party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the Receiving Party provides prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The Receiving Party shall protect Confidential Information in the manner provided herein for five (5) years after receipt thereof, unless such obligation ceases earlier pursuant to this Section; provided that, to the extent the Confidential Information constitutes a trade secret under law, such information shall be protected as long as it qualifies as a trade secret under applicable law. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

10.11 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Neither party is bound until both parties have signed the agreement and have delivered a signed copy of the agreement to the other party. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

10.12 Governing Law. This Agreement will governed by the laws of the State of New York and the United States of America, without regard to conflict of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New York, New York for resolution of any disputes arising out of this Agreement and waive all objections thereto. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to this Agreement.

10.13 Headings. The headings in this Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof.

10.14 Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter of this Agreement, including, but not limited to, any terms and conditions printed on the Tasktop's invoices or on Customer's purchase orders, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. Purchase orders will be for the sole purpose of defining quantities and describing the Products and Services to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. Unless the parties expressly state that a term of a purchase order supersedes the terms of this Agreement, the terms of this Agreement will control and supersede the terms of the purchase order. If an inconsistency exists between the terms of this Agreement and the terms of any statement of work, the terms of the statement of work will control.

11. DEFINITIONS.

"Affiliate" means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this Agreement, "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

"Applications" means the computer software developed with the Product.

"Confidential Information" means information or materials provided by one party ("Disclosing Party") to the other ("Receiving Party") which are in tangible form and labeled "confidential" or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form. The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding Tasktop pricing, product roadmaps and strategic marketing plans. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party; or (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party.

"Connectors" means the extensions that allow the Products to be integrated with third party software services using web service APIs.

"Consulting Services" means the consulting services, if any, set forth on an applicable Order Form and on an applicable Statement of Work.

"Critical Severity" means an error in the software which severely affects the overall production performance of the software's function or process, such that a production system is non-functional and no procedural work-around exists.

"Documentation" means any end user manuals or on-line help files regarding the use of the Products that accompany the Products, as revised by Tasktop from time to time.

"Error" means a failure in the Product to materially conform to the specifications as described in the applicable Documentation.

"High Severity" means an error in the software which materially affects the overall production performance of the software's function or process so

that the function or process is noticeably impaired, but where business operations continue.

"Low Severity" means a minor deficiency or inefficiency or a feature request.

"Maintenance Fix" means a later Minor Release of the Product, designated by Tasktop by means of a change in the digit to the right of the Minor Release number (e.g. x.x.1, x.x.2).

"Major Release" means a change in the first digit of the Product Minor Release (e.g. 2.x, 3.x, 4.x).

"Medium Severity" means an error that does not materially affect the overall performance of a production function or process. This may include a minor issue with limited loss or no loss of functionality or impact to Customer's operations.

"Minor Release" means generally commercially released code corrections, patches, and minor version releases of the same Product as designated by a change in the number to the right of the decimal in the version number (e.g. x.4, x.5, x.6).

"Order Form" means the document executed by Tasktop and Customer defining the Products, Open Source Products and Services.

"Open Source Software" means various open source software components licensed under the terms of applicable open source license agreements included in the materials relating to such software. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions.

"Products" means the Tasktop Products licensed under this Agreement and listed in the applicable Order Form.

"Server" means a single hardware system capable of running the Product.

"Services" means collectively, Consulting Services, Training Services and Support Services.

"Subscription" means a license for the Products.

"Support Services" means the support services described in Exhibit A.

"Tasktop Support Portal" means the portion of the Tasktop website through which Tasktop offers Support Services.

"Tasktop Tools" means Products, Connectors, the Tasktop proprietary or licensed tools, trademarks, templates, methods, know-how, services and technology, including extensions, enhancements and derivatives thereof.

"Term" shall have the meaning set forth in Section 8.

"Third Party Products" means certain third party software and certain third party hardware that are not provided or licensed by Tasktop.

"Training Services" means the training services, if any, set forth on an applicable Order Form.

"Upgrade" means a Major Release, Minor Release, or Maintenance Fix of the Product.

"User" means a Customer licensed to use the Products for its own internal business operations, but not for allowing further access, sublicensing or distribution to third parties, except as authorized in this Agreement. Users consist of three (3) categories: (i) anyone that submits or receives data to or from the Tasktop synchronization framework, (ii) anyone accessing or using the Tasktop client software Product, and (iii) Customer's employees or subcontractors who are providing services for Customer, provided that all such subcontractors agree in writing to abide by the terms of this Agreement and Customer shall be liable for any failure by such subcontractors to comply with the terms of this Agreement.

"Warranty Period" means the period of thirty (30) days following the date the Products are initially licensed by Customer.

EXHIBIT A: SUPPORT SERVICES ADDENDUM

Tasktop's Support Services for Products covers two areas: Error correction services and Upgrades. All Support Services will be provided in the English language only.

Support Services

Customer will designate support personnel who are knowledgeable about the Products to be responsible for reporting Errors and receiving and distributing Error corrections. Tasktop's Support Team representatives will record all Error reports and coordinate responses. Customer may submit Error reports electronically. Customer may also request electronic status reports on reported Errors online or via e-mail.

Tasktop and Customer will cooperate in efforts to resolve reported Errors. For all reproducible reported Errors, Tasktop will assign a tracking or ticket number, will work to determine the source of the Errors and will use commercially reasonable efforts to provide a fix, by-pass or work-around. Tasktop may request that the Customer duplicate the Error, instruct Tasktop how to duplicate the Error or provide problem log dumps, diagnostic tests or other investigative support. Customer will provide all reasonably requested information to assist in arriving at a problem solution. In cases where Tasktop determines in its sole discretion that an Error in the standard Product has been identified by Customer, Tasktop will attempt to provide a temporary resolution, and where appropriate, provide a permanent fix to the standard Product within a commercially reasonable timeframe. Tasktop undertakes to meet the following initial best effort response goals; however, they are estimated response times and are not guaranteed:

1. Offering 1: Basic Level Support:

Severity Error Level	Error Classification	Initial Best Effort Response Time	Availability
1	Critical	30 business minutes	12 hours a day, 5 days a week
2	High	2 business hours	12 hours a day, 5 days a week
3	Medium	4 business hours	8 hours a day, 5 days a week
4	Low	2 business days	8 hours a day, 5 days a week

2. Offering 2: Production Level Support:

Severity Error Level	Error Classification	Initial Best Effort Response Time	Availability
1	Critical	30 minutes	24 hours a day, 7 days a week
2	High	1 business hour	12 hours a day, 7 days a week
3	Medium	2 business hours	12 hours a day, 5 days a week
4	Low	1 business day	8 hours a day, 5 days a week

Tasktop may determine based on the information provided by Customer or through its own investigation that identified Errors were caused by non-Tasktop hardware, software, customizations, or from unauthorized modifications to Products (a Customer Error). In the event of a Customer Error, Tasktop will either, at its sole discretion, close the ticket without fixing the Customer Error or ask the Customer if it would like Tasktop to attempt to fix the Customer Error. If Customer and Tasktop agree that Tasktop will attempt to fix a Customer Error (though Tasktop is under no obligation to do so), Tasktop will bill Customer for such efforts on a Time and Materials basis, even if Tasktop is unable to fix the Customer Error. All Error correction services will be provided from Tasktop's offices unless Tasktop and Customer mutually agree that Tasktop will travel to the Customer location. If Tasktop personnel travel to a Customer or Customer location to assist in Error correction, Tasktop will charge Customer reasonable travel and living expenses, and, if the Error is a Customer Error, its normal Time and Materials charges.

Tasktop will keep its Products compatible with the versions of third-party software listed in Tasktop's then-current product roadmap. Tasktop will continue to maintain compatibility with such third-party software upgrades or new Releases to the extent Tasktop determines it to be financially and technically expedient to do so.

Tasktop will continue to offer Error correction services for Products following the issuance of a superseding Release for up to twelve (12) months or three (3) Major Releases or Minor Releases, whichever is longer.

Upgrades

From time to time, Tasktop may provide Upgrades of its Products. Upgrades may incorporate third party upgrades as well as accumulated bug

fixes. A list of supported third party software and associated upgrades are listed in the Documentation. There will be no additional charge for Upgrades. The Customer will implement provided Upgrades as soon as is reasonably practical.

Upgrades do not include new Products. New Products provide significant new features and functions not available in the current product line, port existing Products to new hardware or software platforms, provide significant new functionality on new hardware or software platforms or are designated by Tasktop as having a new Product code.

Tasktop will provide Customer with electronic download access to or physical media containing Error corrections and Upgrades, at its sole discretion.

Support Prerequisites

Tasktop will have no obligation to provide Support Services if Customer is not in compliance with the terms of this Agreement. To be eligible for Support Services, the hardware and operating system on which the Products are installed must meet Tasktop's minimum configuration requirements, which, for a given Minor Release of a Product, will be published in that Product Minor Release's Documentation.

Support Service Exclusions

Unless otherwise agreed to in an applicable Order Form, no Support Services can be provided for (i) Products that are modified by Customer personnel or by third parties; (ii) problems caused by accident, neglect, misuse or improper programming by Customer personnel; (iii) failure or fluctuations in electrical power or hardware equipment; or (iv) failure of Customer to fulfill its obligations under its written agreements with Tasktop.

Support Services do not include or cover support that becomes necessary due to:

- A malfunction of equipment or media not supplied or maintained by Tasktop;
- Extensions to the Products involving custom or client-specific code (whether created by Tasktop or Customer);
- Software configuration;
- Code required to feed data to Products (feed-related code);
- Project management and training;
- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of software not obtained from Tasktop under this Agreement;
- Use in a production environment of any release of the Products not marked as "Generally Available";
- Any cause or causes beyond the reasonable control of Tasktop (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than the Product, such as databases, web-servers or hardware;
- Customer's failure to comply with operating instructions contained in the Documentation;
- Any modification, enhancement or customization of the Products made by anyone other than Tasktop;
- APIs, interfaces, web services or data formats other than those included with the Product; or
- Any third-party products except to the extent that they are provided by Tasktop, and then only in support of the specific interface or functionality that is intended by Tasktop.

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Company Website

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA (www.carahsoft.com/us.html) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement.

Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

- (k) Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.