

CHANNELINSIGHT DATACONNECT SOFTWARE LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY BEFORE USING THE SOFTWARE. FOR A PRINTABLE VERSION OF THIS LICENSE AGREEMENT, SEE THE FOLLOWING URL:

<http://www.channelinsight.com/channelinsightdataconnect-software-support/>

This Software License Agreement (“License Agreement”) is a legal agreement between you (the “Client”) and Channelinsight Corporation (“Channelinsight”), for the Channelinsight DataConnect Software in object code format delivered hereunder (the “Software”). Client agrees to be bound by the terms of this License Agreement by installing, copying, or otherwise using the Software. This License Agreement becomes effective and binding when the Client clicks on the “I Agree” box displayed with the License Agreement at the beginning of the Software installation process. If you do not accept these terms you must not use the Software. By accepting this License Agreement, you agree that you are an authorized representative of Client with the authority to bind Client to the terms hereof.

PLEASE NOTE THAT CLIENT MAY NOT USE, COPY, MODIFY, DISCLOSE OR TRANSFER THE SOFTWARE OR DOCUMENTATION, EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT.

1. LICENSE GRANT.

A. Software License. The Software and accompanying on-line read-me and help files (the “Documentation”) are licensed, not sold, to Client by Channelinsight. Channelinsight grants to Client, solely for Client’s internal business purposes, a limited, perpetual, non-exclusive and non-transferable license (without right of sublicense) to use the Documentation and Software, in executable object code format only, for the sole and specific purpose of uploading Client or Beneficiary (defined below) data. Upon the expiration or termination of this License Agreement for any reason, Client shall (i) cease using the applicable Software, Documentation, and related Confidential Information of Channelinsight, and (ii) certify to Channelinsight within thirty (30) days after termination that Client has destroyed, or has returned to Channelinsight, the Software, Documentation, related Confidential Information of Channelinsight, and all copies thereof, whether or not modified or merged into other materials. As used herein, the term “Beneficiary” means an Channelinsight customer who has authorized Client to upload data related to Client’s business with such customer.

B. General Restrictions and Exclusions. Except for the rights expressly granted as part of this License Agreement, Client has no rights with respect to the Software. Client will not, and Client will not allow any third party to copy, modify, adapt, translate, create derivative works based upon or reverse engineer, disassemble, decompile or otherwise reduce to a human-perceptible form any part of the Software. Client will not rent, lease, sublicense, sell or otherwise transfer, directly or indirectly, the Software, or any part thereof, to any third party, or use the Software in a service bureau, time-sharing, or other rental or sharing arrangement. Client will not remove or modify any program markings or any notice of proprietary rights as displayed in the Software. Client will not cause or permit any third party to do any of the foregoing. Client will use the Software in compliance with applicable laws, regulations and ordinances.

C. Trademarks; Benchmark Test. Client may not use Channelinsight's name or other trademarks or refer to Channelinsight or Channelinsight's products, including but not limited to the Software, directly or indirectly in papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of Channelinsight for such use. Client may not release the results of any performance or functional evaluation of any of the Software to any third party without prior written approval of Channelinsight for each such release. Client may not cause or permit any third party to do any of the foregoing.

D. Interoperability. Client acknowledges that information necessary to achieve interoperability of the Software with certain other programs is available upon request and Client agrees to request such information prior to attempting to achieve interoperability if Client is in a jurisdiction in which it is permissible to reverse engineer for interoperability purposes despite the restrictions contained herein. Channelinsight does not guarantee interoperability of the Software with other programs.

E. Maintenance. Channelinsight shall provide Technical Software Support services for the Software pursuant to its then current Technical Software Support Policy ("Support Services") accessible at <http://www.channelinsight.com/channelinsightdataconnect-software-support/>, as updated from time to time.

2. CONFIDENTIALITY.

"Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Channelinsight that is (A) identified herein as confidential; (B) designated in writing to be confidential or proprietary or (C) should be reasonably understood to be confidential. Client agrees to: (1) refrain from using Confidential Information except as necessary to exercise its rights herein and (2) use best efforts to preserve and protect the confidentiality of the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information: (i) already publicly known; (ii) otherwise known to Client through no wrongful conduct, or (iii) to the extent required to be disclosed by law or court order. Client acknowledges that the Software and Documentation embody and contain valuable trade secrets and Confidential Information owned by Channelinsight, including but not limited to source code, the development status of the Software, the functionality of the Software, the appearance, content and flow of the user interface of the Software, and the content of the Documentation. Client shall not permit any third party, nor any employee, representative or agent thereof to have access to the Software, Documentation or any trade secrets and Confidential Information therein. Third party contractors on Client's site that enter into nondisclosure obligations at least as restrictive as those contained herein and who otherwise comply with the terms and conditions hereof may access the Software solely to the extent necessary to perform services for Client.

3. TERM.

This License Agreement is effective until terminated.

4. RESERVATION AND RIGHTS OF OWNERSHIP.

Channelinsight and its licensors reserve all rights, including but not limited to

intellectual property rights, not expressly granted to Client in this License Agreement. Channelinsight's licensors are intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein. There are no implied licenses granted by Channelinsight under this License Agreement. Except as specified above, Client shall have no rights to the Software. Channelinsight and its licensors own all intellectual property rights in the Software and Documentation. Client agrees that it neither owns nor hereby acquires any claim or right of ownership to the Software and Documentation or to any related patents, copyrights, trademarks or other intellectual property. All content accessed or managed through the Software is the property of the applicable content owner and may be protected by applicable copyright law. This license gives Client no rights to such content. All suggestions or feedback provided by Client or its employees or agents to Channelinsight with respect to the Software shall be Channelinsight's property and deemed Confidential Information of Channelinsight.

5. CLIENT INDEMNITY.

Client will defend and indemnify Channelinsight for, and hold Channelinsight harmless from, any loss, expense, damages, claims, demands, or liability arising from any claim, suit, action or demand resulting from: (a) the negligence, error, omission or willful misconduct of Client or its representatives; or (b) the breach of any terms of this Agreement. Beneficiary is an intended third party beneficiary of this Agreement.

6. ADDITIONAL SOFTWARE/SERVICES.

The term "Software" shall also include any Major and Minor Releases (defined below) or other new features, functionality or enhancements to the Software provided to Client. Clients purchasing customary technical support shall be entitled to the services outlined in Channelinsight's Technical Software Support Policy. Channelinsight reserves the right to discontinue any software or services provided to Client or made available to Client through the use of the Software.

7. UPGRADES.

Client may be eligible to receive Maintenance and Major Releases (defined below) as described at the Maintenance and Support Website. As used herein, "Maintenance Release" means a new generally-available release of Software that typically includes fixes and perhaps minor new features or enhancements; Maintenance Release version numbers assigned by Channelinsight are designated by changes to the right of the leftmost decimal point; and "Major Release" means a new generally-available release of Software that typically includes significant new features and/or enhancements; Major Release version numbers assigned by Channelinsight are designated by changes to the left of the leftmost decimal point.

8. SOFTWARE COPYING AND TRANSFER.

The Software (including user interface) and the Documentation are copyrighted by Channelinsight and its licensors. Client may not make any copies of the Software (or this license) except to load the Software into a workstation computer as part of executing the Software on the computer. Client may make one copy of the Documentation and print one copy of any on-line documentation or other materials provided to Client in electronic form. Any and all other copies of the Software and any copy of the Documentation made by Client are in violation of

his license. Client may move the Software to a different workstation computer. After the transfer, Client must completely remove the Software from the former workstation computer.

9. TERMINATION. This License Agreement automatically terminates if Client fails to comply with its terms and conditions. The following sections of this License Agreement survive any expiration or termination hereof: 1B, 1C, 2 through 5, 9 and 12 through 17.

10. LIMITED WARRANTY.

Channelinsight warrants that the Software will perform its designated functionality for a period of thirty (30) days after the date of delivery to Client when used in accordance with the Channelinsight Documentation. The sole remedy the Client has under this warranty is requesting Channelinsight to remedy any failure of the Software not functioning as designated. There are no further obligations by Channelinsight, stated herein or implied, for the use of the Software by Client. Furthermore, Client agrees that the only other remedy the Client has regarding the possible malfunctioning of the Software, beyond requesting Channelinsight to correct malfunctions in the Software, is to stop using the Software, without any further claims or seeking relief for the malfunctions of the Software from Channelinsight in whatever form whatsoever.

11. DISCLAIMER OF WARRANTIES

The Limited Warranty that appears above is the only warranty made to Client and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Channelinsight provides the Software and Support Services (if any) "AS IS" and with all faults. CHANNELINSIGHT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO THE SOFTWARE, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS LICENSE AGREEMENT.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall Channelinsight be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Software, the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software, or otherwise under or in connection with any provision of this License Agreement, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract, or breach of warranty of Channelinsight, and even if Channelinsight has been advised of the possibility of such damages. In no event shall Channelinsight be liable for any damages

greater than the of lesser of (i) the amounts paid to Channelinsight by Client for the relevant Software during the one (1) year period giving rise to any claim by Client, whether in contract or tort (including negligence) or (ii) FIVE HUNDRED DOLLARS (\$500).

13. EXPORT

Client agrees that it will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Software, any documentation or technical information pertaining thereto, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation requires an export license or other United States Government approval without the prior written approval of Channelinsight and unless the appropriate export license or approval has been obtained.

14. APPLICABLE LAW

This License Agreement is governed by the laws of the State of Colorado without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the Sale of Goods does not apply to this license. Any action brought hereunder shall be brought in the courts serving Denver, Colorado and both parties hereby consent to the exclusive jurisdiction and venue of such courts.

15. GOVERNEMENT USE

The Software was developed by private financing and constitutes a “commercial item,” as that term is defined at 48 C.F.R. 2.101. The Software consists of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Software and Documentation that are specifically provided by this License Agreement. Consistent with 48 C.F.R. 12.2111, ass U.S. Government End users acquire only technical data and the rights in that data customarily as specifically provided in this License Agreement.

16. MODIFICATION TO THE LICENSE AGREEMENT

Channelinsight reserves the right to alter the terms of this License Agreement at any time. If the alterations constitute a “material change” to the License Agreement, Channelinsight will notify Client. What constitutes a “material change” will be determined at Channelinsight’s sole discretion, in good faith and using common sense and reasonable judgment, but will only include those changes that materially affect Client’s use of the Software or rights under this License Agreement. Notice will be considered to have been delivered once sent. Client agrees to review the latest-version of the License Agreement on Channelinsight’s website periodically to remain aware of any non-material modifications to the License Agreement about which Client is not alerted by Channelinsight. The License Agreement available on the web site will be dated so as to make clear what version is currently in force. Any use of the Software after alteration of the License Agreement will constitute acceptance by Client of such changes. Client’s sole remedy should Client not agree with the altered terms shall be to cease Client’s use of the Software and to comply with Client’s termination obligations outlined in Section 14 of this License Agreement.

17. ENTIRE AGREEMENT; SEVERABILITY

This License Agreement (including any addendum or amendment to this License Agreement which is included with the Software) is the entire agreement between Client and Channelinsight relating to the Software and the support services (if any) and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this License Agreement. Client's use and acceptance of the Software is expressly limited to the terms and conditions of this License Agreement and any purchase orders that have been signed by an authorized representative of both parties. Any additional or different terms or conditions in any communication by Client are hereby rejected and shall be null and void, irrespective of the means of Client's acceptance. Any failure by Channelinsight to object to any additional or different provisions proposed by Client shall not constitute a waiver of these terms and conditions, nor constitute acceptance of any such Client's terms and conditions. This License Agreement shall be applicable whether or not they are attached to or enclosed with the Software. Client may cancel submitted purchase orders (if any) only with the prior written consent of Channelinsight. This License Agreement may be amended only by a writing executed by both parties. If any provision of this License Agreement is held to be void, invalid, unenforceable or illegal for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other provisions shall continue in full force and effect. The failure of Channelinsight to act with respect to a breach of this License Agreement by Client or others does not constitute a waiver and shall not limit Channelinsight's rights with respect to such breach or any subsequent breaches. This License Agreement is personal to Client and may not be assigned or transferred for any reason whatsoever without Channelinsight's consent and any action or conduct in violation of the foregoing shall be void and without effect. Channelinsight expressly reserves the right to assign this License Agreement and to delegate any of its obligations hereunder.

Channelinsight DataConnect TECHNICAL SOFTWARE SUPPORT POLICY

At any given time, provided that Client has paid the applicable Support Services fees, Channelinsight shall provide support for (a) the then current version of the Software, and (b) the immediately preceding version of such Software, but only for a period of twelve (12) months following the release of the then current version that is made generally available, and further provided that all such Software is then generally available from Channelinsight and is operated on a Supported Platform (defined below). Such Software is referred to in this Policy as the "Supported Software."

1. Supported Platform. The following hardware and software platforms and requirements ("Supported Platform(s)") are supported by Channelinsight and required to operate the Software:

- Compatible Operating Systems: Windows 2000, Windows 2003, Windows XP, Windows Vista (with latest service packs).
- Disk Space required: 80 MB for the Software application. Additional space is required to store data files.
- RAM: 256 MB or Microsoft's recommended amount for the applicable operating system.

- Software: Java v. 1.6 (installed automatically as a part of the Software installation, if it is not already on the machine).

2. Technical Support. Support shall be provided for the Supported Software primarily through email and telephone support as provided during Channelinsight's Technical Support's normal business hours in North America, i.e., between the hours of 8:00 a.m. and 5:00 p.m., Mountain Time, regular U.S business days, holidays excepted. Client may contact Channelinsight for support at dataconnect_support@Channelinsight.com. Client shall use commercially reasonable efforts to provide Channelinsight with the necessary remote access (e.g. public internet access) to Client's Supported Platform so that Channelinsight may provide remote diagnostic capability. Channelinsight does not assure performance of the Support Services described herein if such remote access is not provided by Client when requested by Channelinsight. Client may order on-site support services at Channelinsight's standard time and materials consulting services rates plus travel and living expenses.

3. Software Update. As part of this Technical Software Support Policy Client is able to download the latest generally available Maintenance Releases of the Software.

4. Support Services Fee. Channelinsight shall provide customary technical and software update support for the Supported Software at no charge for the first six (6) months of this agreement. Thereafter, Client, at its option, may continue to receive Support Services described herein by paying the then current fees to Channelinsight for such Support Services. Payment shall be due prior to the first day of the month in which Support Services are to be provided. Channelinsight shall reinstate lapsed Support Services in accordance with its then current policies upon payment by Customer of the applicable reinstatement fee.

5. Excluded Services. The following services are outside the scope of Channelinsight's Support Services:

- 5.1** Service for Software for which all related Maintenance and Major Releases have not been implemented by Client.
- 5.2** Service which becomes necessary due to: (i) failure of computer hardware or equipment or programs not covered by this policy; or (ii) any cause or causes beyond the reasonable control of Channelinsight (e.g., floods, fires, loss of electricity or other utilities), negligence of Client or any third party, operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.
- 5.3** Services performed at the Client's site unless the parties mutually agree otherwise.

6. Other Terms. Except as stated in this Technical Software Support Policy, services shall be subject to the terms and conditions of the applicable Software License Agreement between Channelinsight and Client.