

SERVICES AND LICENSE SUBSCRIPTION AGREEMENT

THIS SERVICES AND LICENSE SUBSCRIPTION AGREEMENT ("Agreement") governs your use of Commence's proprietary application software and all updates, modifications, revisions, and releases, Commence's CRM service, and all other services provided by Commence made available to you or accessed by you (collectively, the "Services"), from the Commence entity defined in Section 19 ("Commence"). You and any company you represent ("Customer") desire to use and access the Services.

TO USE OR ACCESS THE SERVICES, YOU MUST AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING "I ACCEPT" WHERE INDICATED. YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED BY ALL NECESSARY AND APPROPRIATE CORPORATE ACTION TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND TO LEGALLY BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR YOU DO NOT HAVE SUCH AUTHORITY, YOU HAVE NO RIGHT OR AUTHORITY TO ACCESS OR USE THE SERVICES OR EXERCISE ANY OTHER RIGHT IN CONNECTION THEREWITH.

1. License from Commence.

Subject to the terms of this Agreement, Commence grants to Customer, and Customer hereby accepts, a limited, terminable, revocable, nontransferable, nonexclusive, nonsublicenseable license to access and use (only as provided in this Section 1) the Services, only in accordance with this Agreement. Customer may use the Services only (a) in the ordinary course of its business operations, (b) for its own business purposes, and (c) in accordance with the related Documentation (defined below). Access to and use of the Services by Customer shall be limited to the number of Customer's users ("Users") for which Customers has paid license fees in accordance with Section 4 of this Agreement. User licenses cannot be shared by more than one individual User, but upon termination of employment of a Customer employee User, Customer may reassign such User license to another Customer employee with written notice to Commence. "Documentation" means the instructions and user manuals for the Services provided by Commence to Customer. Customer shall be responsible, at its sole expense, for procuring, operating, and maintaining the computer hardware, systems software, Internet and telecommunications applications and providers, and other items necessary or appropriate to enable it to exercise its rights and licenses hereunder, including without limitation its right, as set forth under this Agreement, to access, receive, and use the Services. Customer will ensure that any use of the Services by Customer's Users is in accordance

with the terms of this Agreement.

2. Prohibited Uses.

Customer shall not do, nor shall it permit any third party to do, any of the following: (a) use, disclose, distribute, or access the Services for any purpose or in any manner not specifically and expressly authorized by this Agreement; (b) modify, copy, frame, mirror, adapt, translate or create derivative works based upon the Services, without the prior written consent of Commence; (c) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Services, or fail to preserve all copyright and other proprietary notices in the Services; (d) refer to or otherwise use any Services as part of any effort to develop a database or program having any functional attributes, content, visual expressions or other features similar to those of the Services or to compete with Commence; (e) sell, market, license, sublicense, distribute or otherwise grant to any person or entity, including any customer, end user, vendor, consultant, partner or Commence competitor, any right to access or use the Services or any results or component thereof; (f) use the Services to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications, or similar services to any person, whether on a fee basis or otherwise; (g) use the Services to provide, alone or in combination with any other product or service, any product or service to any person, whether on a fee basis or otherwise; (h) re-engineer, reverse engineer, decompile, or disassemble the Services or create or recreate the source code for the Services; (i) conduct or disclose any review of the Services, including but without limitation the results of any performance tests, to any third party without Commence's prior written approval; (j) introduce, transmit or create any virus, harmful, disruptive or malicious code, data or materials into or in connection with the Services; or (k) attempt to do any of the foregoing. The Services may be accessed and used on computers only within the control of or owned by Customer and its authorized Users. Customer shall use its best efforts to prevent unauthorized third parties from accessing the Service. Any and all rights in and to the Services and otherwise, except for the limited license rights granted to Customer under this Agreement, are expressly reserved by and exclusively to Commence, and Customer shall not exercise any rights, nor contest Commence's rights, in or to the Services or otherwise, except for the limited license rights to the extent explicitly stated in this Agreement.

3. License from Customer.

Customer grants to Commence, and Commence hereby accepts, the nonexclusive, worldwide , royalty-free right (i) to use, copy, transmit, host, adapt and display any data, information, applications, program code or other materials, provided by Customer in the course of using the Services ("Customer Data") solely to the extent necessary to provide the Services to Customer, and (ii) to use in any manner any feedback, suggestions or recommendations communicated to Commence.

Customer acknowledges and agrees that Customer Data may be transferred outside of the country of Customer's operations and facilities. In addition, Customer acknowledges and agrees that it is Customer's obligation to inform third parties of the processing of Customer Data and to ensure that such third parties have given their consent to such processing as required by all applicable data protection laws. Customer shall have sole responsibility for all Customer Data, including without limitation the accuracy, quality, integrity, legality, reliability, protection, backup, appropriateness and copyright of all Customer Data.

4. Billing and Payment.

Customer shall pay in advance for all Services provided pursuant to this Agreement. Customer may use a maximum storage of 20 MB per user or an aggregate of 4 GB in total. If Customer exceeds this amount of storage space, Customer shall pay Commence's then current fees for excess storage in accordance with this Section 4. All fees under this Agreement are irrevocable and nonrefundable. The fees and other amounts payable by Customer hereunder do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services provided to Customer, the license granted under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including without limitation sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon Commence's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse Commence for any such taxes payable or collectable by Commence. Customer will provide Commence with valid and updated credit card authorization or such other method of payment permitted by Commence, in its sole discretion, and complete and accurate billing and contact information. If Customer provides credit card information to Commence, Customer authorizes Commence to bill such credit card (a) at the time that Customer orders any products or services; (b) if Customer exceeds the maximum storage space; and (c) at the time of any automatic renewal for the amount charged for the

then-current renewal term. If Commence, in its sole discretion, permits Customer to make payment using a method other than a credit card, Commence will invoice Customer and all amounts invoiced hereunder shall be due within 30 days of the date of the invoice. Commence's suspension of the Services based on Customer's failure to make payment shall not excuse Customer from its obligation to make any payment. In the event Customer's account is 30 days or more past due, any and all unpaid payments shall accelerate and become immediately due and payable. Upon payment of the total accelerated amount, Customer may restore access to and use of the Services.

5. Proprietary Rights.

The Services are provided strictly on a confidential and limited use basis. The Services and all rights, including without limitation, Intellectual Property Rights (defined below), title, and interest therein and thereto are owned exclusively by Commence. This Agreement is not an agreement of sale, and no title, interest, or Intellectual Property Rights or other ownership rights to the Services are transferred to Customer pursuant to this Agreement, except for the limited license rights explicitly stated herein. Customer acknowledges that the restrictions in this Agreement are reasonable and necessary to protect Commence's legitimate business interests. "Intellectual Property Rights" means any and all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, arising from or related to the Services, including without limitation, all (a) rights arising from patents and patent applications, whenever filed and wherever issued; (b) rights associated with works of authorship including, but not limited to, copyrights, copyright applications, copyright registrations, and rights to prepare derivative works; (c) rights relating to the protection of trade secrets and confidential information; (d) rights in trademarks, service marks, trade names, logos, symbols, and the like; (e) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (f) rights to sue for past, present, and future infringement of any and all such intellectual property rights and industrial property rights. Without limiting the generality of the foregoing, except as otherwise required under this Agreement, Customer shall not use, and shall not permit the use of, any of Commence's name, slogans, symbols, logos, or other trade or service marks, or other identifiers, in any manner without Commence's prior written approval. Customer shall

promptly notify Commence if Customer learns of any unauthorized use of any Services or Intellectual Property Rights. Customer shall provide all cooperation and assistance requested by Commence in connection with or related to Commence's efforts to protect its Intellectual Property Rights.

6. Third Party Materials and Links.

Parties other than Commence may provide products or services in connection with or that interoperate with the Services. Additionally, the Services may, from time to time, contain links or access to other Internet Web sites for the convenience of Users in locating information, products, or services that may be of interest. These products or services are offered by, and these sites are maintained by, organizations over which Commence exercises no control. Commence expressly disclaims any and all responsibility for the content, the security, the ownership, the accuracy of the information, the quality of products or services provided by or advertised on these third-party sites, or the transactions Customer conducts or enters into with these third parties. Commence makes no representations or warranties of any kind with respect to these products and services which are provided "AS IS" and "WITH ALL FAULTS" in accordance with Section 8 of this Agreement.

7. Confidentiality.

"Confidential Information" means any and all information that is, or is designated as, confidential or proprietary, or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty 30 days of disclosure. Notwithstanding the foregoing, Services and Customer Data are Confidential Information whether or not so designated. Confidential Information does not include items that were (a) possessed by the receiving party prior to receipt or access pursuant to this Agreement, other than through prior disclosure by the disclosing party; (b) independently developed by the receiving party without the benefit of disclosure by the disclosing party; (c) published or available to the general public other than through a breach of this Agreement or breach by a third party of its confidentiality obligations to the disclosing party; or (d) obtained by the receiving party from a third party with a valid right to disclose such Confidential Information, provided that such third party is not under a confidentiality obligation to the disclosing party. Each party shall permanently hold, and cause their respective personnel to hold, Confidential Information in strict confidence except that the receiving party may disclose Confidential Information that is required to be disclosed by governmental agencies, regulatory

authorities, or pursuant to court order only to the extent such disclosure is required by law and only if the receiving party provides reasonable prior notice to the disclosing party of the disclosure. Except as specifically permitted by this Agreement, neither party shall duplicate or use, or permit the duplication or use of, Confidential Information by any third party or disclose, or permit the disclosure of, Confidential Information to any third party. Each party shall limit the duplication and use of Confidential Information to the exercise of its rights and performance of its obligations under this Agreement and shall limit access to and possession of Confidential Information only to those of its personnel whose responsibilities under this Agreement reasonably require such access or possession. The receiving party shall use commercially reasonable efforts to prevent the unauthorized access, disclosure, and use of the disclosing party's Confidential Information using the same degree of care, but no less than commercially reasonable care, that it uses to prevent the unauthorized access, disclosure, and use of its own confidential information. Without limiting the generality of the foregoing, each party shall advise all such persons before they receive access to or possession of Confidential Information of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Any duplication, use, disclosure, or other act or omission by any person that obtains access to or possession of Confidential Information through the receiving party that would be a breach of this Agreement if committed by the receiving party is deemed a breach of this Agreement by the receiving party for which the receiving party shall be responsible. The parties each acknowledge that any breach of this Section 7 will irreparably harm the disclosing party and that the disclosing party would not have an adequate remedy at law for such breach. The receiving party agrees and consents that in the event of such breach, the disclosing party shall be entitled, without posting bond, in addition to all other rights and remedies to which the disclosing party may be entitled, to have a decree of specific performance or an injunction issued requiring any such violation to be cured and enjoining all persons involved from continuing the violation, and recovery of all attorney and enforcement costs. The existence of any other claim or cause of action that the receiving party or any other person may have against the disclosing party shall not constitute a defense or bar to the enforcement of this Section 7. The receiving party acknowledges that the restrictions in this Section 7 are reasonable and necessary to protect legitimate business interests of the disclosing party. Notwithstanding the foregoing, Commence's obligations regarding

identification and other information concerning Customer and Customer's Users shall be governed by the terms of Commence's then-current Privacy Policy available at <http://www.commence.com/privacy.asp>. Commence may identify Customer on its customer lists and in its marketing and advertising materials, and announce that Customer is a customer of the Service, and reproduce Customer's company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith.

8. Disclaimers.

EXCEPT FOR SUBSTANTIAL CONFORMANCE WITH ANY EXPRESS WARRANTIES CONTAINED IN COMMENCE'S WRITTEN DOCUMENTATION FOR THE SERVICES, NEITHER COMMENCE NOR ANY OTHER THIRD PARTY VENDORS MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, REGARDING THE SERVICES OR ANY OTHER MATTER ARISING FROM OR PERTAINING TO THIS AGREEMENT. COMMENCE IS NOT RESPONSIBLE FOR BUSINESS DECISIONS, DAMAGES OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES. ANY OTHER PRODUCT, SERVICE, OR INFORMATION, LINK OR ACCESS OFFERED BY COMMENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES ARE OFFERED "AS IS" AND "WITH ALL FAULTS." COMMENCE MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO (i) THE PRESENT OR FUTURE METHODOLOGY, PROCESS, OR FUNCTIONALITY EMPLOYED BY COMMENCE FOR PROVIDING THE SERVICES (ii) THE ACCURACY, NON-INTERFERENCE, QUALITY, TITLE, OR NON-INFRINGEMENT OF THE SERVICES, AND (iii) THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MEET CUSTOMER'S REQUIREMENTS.

9. Limitation of Liability.

NEITHER COMMENCE NOR ITS THIRD PARTY VENDORS SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM OR RELATE TO THE USE OF, ACCESS TO, OR INABILITY TO USE THE SERVICES OR ANY OTHER PRODUCTS, SERVICES, AND INFORMATION OFFERED BY COMMENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, OR THE FAILURE OF COMMENCE TO PROVIDE THE SERVICES FOR ANY REASON AT ANY TIME INCLUDING BUT NOT LIMITED TO TERMINATION OF AGREEMENTS WITH COMMENCE'S LICENSORS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR

PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF COMMENCE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THIS AGREEMENT, THE SERVICES OR ANY OTHER PRODUCTS, SERVICES, AND INFORMATION OFFERED BY COMMENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER TO COMMENCE OR ITS AGENTS FOR THE RIGHT TO USE AND ACCESS THE SERVICES FOR THE SIX-MONTH PERIOD PRECEDING THE DATE THE EVENTS GIVING RISE TO THE LIABILITY AROSE.

10. Indemnification.

Customer shall indemnify and hold harmless Commence and its directors, officers, employees, agents, and contractors ("Indemnitees") from and against all actions, suits, hearings, and other proceedings of third parties ("Claims"), and all judgments, losses, obligations, risks, awards, settlements, compromises, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and disbursements and court costs) arising out of or incurred in connection with (a) any actual or alleged breach of this Agreement or use of the Services by Customer, or its directors, officers, customers, employees, agents, representatives, or contractors, or (b) Customer's fraud, negligence, or willful misconduct in connection with this Agreement or its use of or access to Services. Commence shall have the right to control the settlement of any Claims with respect to which it is entitled to indemnification hereunder.

11. Term and Termination.

The term of this Agreement shall begin on the signature date of acceptance of the Customer Subscription Order Form and continue until the subscription term defined therein has expired, unless terminated earlier in accordance with this Agreement. Customer's subscription to the Services and the term of this Agreement will automatically renew for an additional term, equal to the initial term unless Customer provides written notification of termination to Commence at least (30) days prior to the termination date. The price per license during any such renewal period shall be the same as the previous term unless Commence provides Customer with written notification of a pricing increase at least (60) days prior to the end of the prior term. Increases for the renewed Services may not increase more than 10% per year, unless the prior pricing was listed as a promotional program or one time offer for the initial term. Except as expressly provided below, this Agreement is non-

cancelable and there are no refunds of amounts paid for the Services. Customer may terminate this Agreement only as follows: (a) at any time upon 20 days' advance written notice to Commence and payment to Commence of an exit fee equal to the amount that would have been due from Customer for the duration of this Agreement had the Agreement not been terminated prematurely, less the sum of amounts previously received by Commence for Customer's authorized use of the Services hereunder, or (b) as Customer's exclusive remedy, immediately by giving written notice of termination to Commence, if Commence breaches any of its material obligations under this Agreement and does not cure the breach within 30 days after Commence's receipt of Customer's written notice of the breach or such longer period as may be reasonably necessary to cure the breach, provided that Commence is diligently pursuing a cure, and in the event of any such termination, Customer will receive a refund of the fees paid by Customer to Commence for any remaining period of the current term. Commence may terminate this Agreement and access to the Services immediately by giving notice of termination to Customer, and without prejudice to any other rights or remedies Commence may have, upon the occurrence of any of the following events: (a) Customer breaches any of the provisions of Sections 1, 2, 4, 5, 7, or 15; (b) Customer materially breaches any of its other obligations under this Agreement and does not cure the breach within 30 days after Customer's receipt of Commence's written notice of the breach; or (c) a voluntary petition is commenced by Customer under any bankruptcy or other law for the relief of debtors or protection of creditors; Customer has an involuntary petition commenced against it under any such law and such petition is not dismissed within 60 days after filing; Customer becomes insolvent; any substantial part of Customer's property becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency; or, Customer liquidates or otherwise discontinues all or a significant part of its business operations. Upon the expiration or termination of this Agreement, whether under this Section or otherwise, Customer shall cease all use of and access to the Services and all data and information related thereto shall be immediately returned to Commence. Notwithstanding any expiration or termination of this Agreement, Customer shall remain liable for all amounts due in connection with or under this Agreement. Upon termination of the Services for any reason other than a Customer breach, for a period of 30 days after termination Commence will provide access to the Services so that Customer may run reports outlining its data. Customer agrees and acknowledges that Commence has no obligation to retain Customer Data and that such Customer Data

may be irretrievably deleted after 30 days following the termination of this Agreement or if Customer's account is 30 days or more past due. Sections 2, 5, 7, 8, 9, 10, 11 and 19 shall survive any expiration or termination of this Agreement.

12. Trial License.

If Customer has registered for a trial or evaluation license to use the Services, Customer shall be subject to the terms and conditions of this Agreement. Without limiting anything in this Agreement, the following terms will apply to such trial use: (a) Customer's right to use the Services for trial or evaluation purposes will automatically terminate 30 days after choosing the "I Accept" option below, (b) Customer acknowledges that Commence has the right to disable, deactivate or otherwise electronically terminate Customer's access to the Service at the end of the trial or evaluation period and any Customer Data may be lost if not preserved by Customer outside of the Services prior to the expiration of the trial or evaluation period, and (c) during the trial or evaluation period, the Services are provided "AS IS" and "WITH ALL FAULTS" and Commence disclaims any and all representations and warranties.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in the performance of this Agreement (other than payment obligations), for the period that such failure or delay continues, due to acts of God or government, public enemy, terror, natural disasters, civil war, strikes, labor disputes, third party Internet or telecommunications failures, delays or inefficiencies, or any other cause beyond the party's reasonable and actual control. Each party agrees to notify the other party promptly of the occurrence of any such cause and to carry out this Agreement as promptly as practicable after such cause is terminated.

14. Compliance with Laws.

Customer shall be responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction in which the Services are accessed or used, including without limitation laws and regulations pertaining to (a) use or remote use and security of the Services and related property, and (b) the registration of this Agreement.

15. Assignment.

Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Commence's prior written consent. Any attempted assignment in violation of this Section 15 shall be void. Each

of the following events shall be deemed to constitute an assignment of this Agreement and each shall require the prior written consent of Commence: (a) any assignment or transfer of this Agreement by operation of law; or (b) any hypothecation, pledge, or collateral assignment of this Agreement; or (c) any involuntary assignment or transfer of this Agreement in connection with bankruptcy, insolvency, receivership, or similar proceeding. Commence may transfer and assign this Agreement upon written notification to Customer without consent. Any actual or proposed change in control of Customer that results or would result in any third party directly or indirectly owning or controlling 50% or more of Customer shall entitle Commence to terminate this Agreement immediately upon written notice.

16. Independent Contractor.

Commence and Customer are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of this Agreement.

17. Notices.

Commence may give notice by means of a general notice on the Services, electronic mail to Customer's e-mail address on record in Commence's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Commence's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Commence (such notice shall be deemed given when received by Commence) at any time by any of the following: letter sent by confirmed facsimile to Commence at the fax number set forth in Section 19; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Commence at the address set forth in Section 19 addressed to the President.

18. Modification to Terms.

Commence reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this

Agreement on the Services or at <http://www.commence.com/ondemand-subscription-license.pdf>.

Customer is responsible for regularly reviewing this Agreement and such sites. Continued use of the Services after any such changes shall constitute Customer's consent to such changes.

19. General.

This Agreement shall be governed exclusively by the laws of the jurisdiction set forth in the box below, without regard to conflicts of laws provisions, and the exclusive jurisdiction and venue for any and all disputes arising out of this Agreement or related to the Services are in the courts located in such jurisdiction, provided Commence may enforce its rights under this Agreement in any applicable jurisdiction. The parties waive any rights to a jury trial.

Customer Location	Commence Contracting Entity & Address	Governing Law	Courts
North, South and Central America; Asia; Africa, Europe, Australia, New Zealand.	Commence Corporation 2 Industrial Way West 2 nd Floor Eatontown, NJ 07724 Fax: 732-380-9170	New Jersey, USA	New Jersey State; USA Federal located in New Jersey

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior oral or written communications, proposals, representations, and agreements. Except as provided in Section 18, this Agreement may be amended only by mutual agreement expressed in writing and signed by both parties, and any attempted amendment in violation of this Section shall be void. Section headings are for reference only and shall not affect the interpretation of this Agreement. The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations of Commence in favor of, or any benefits to or rights in, any third party. Should any term or provision of this Agreement be held to

any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement. Notwithstanding the foregoing, if Sections 1, 2, 5, 7, 8, or 9 of this Agreement are held to be unenforceable, invalid, or prohibited under law, then Commence may terminate this Agreement immediately.

20. Compliance with Laws.

Customer acknowledges that export of the Services may be subject to compliance with the Export Administration Act Regulations of the Department of Commerce of the United States, as amended, and other export controls of the United States and other countries ("Export Laws"), which restrict the export and re-export of software media, technical data, and direct use of technical data. Customer agrees and shall cause each of its Users not to export or re-export any Services or direct any portion of the Services to any prohibited country in violation of the Export Laws. Customer will also comply with all applicable international, national, state, regional and local laws and regulations in performing hereunder and in any of its dealing with respect to the Services, and will take all actions reasonably necessary to protect Commence's proprietary rights in the Services. Customer shall, at its own expense, obtain and arrange for all government approvals, consents, licenses, authorizations, declarations, filings and registrations as may be necessary or advisable for its use of the Services in accordance with the terms and conditions of this Agreement. Customer agrees to indemnify Commence against any claim, demand, action, proceeding, investigation, loss, liability, cost and expense, including, without limitation attorney's fees, suffered or incurred by Commence and arising out of or related to any violation (whether intentional or unintentional) by Customer or its Users of this Section.