

Crafter Enterprise Software License Agreement

This **Crafter Enterprise Software License Agreement** (the "Agreement"), dated this _____ is entered into between Crafter Software Corporation, a Delaware corporation, with its principal place of business at 1800 Alexander Bell Drive, Suite 400, Reston, VA 20191 USA ("Crafter"), and _____ (the "Company"), a _____ corporation with its principal place of business at _____.

This Agreement and any attachment hereto establishes the terms and conditions that apply to Company's use of the Crafter Enterprise Software (the "Software").

1.0 LICENSE AND OWNERSHIP

1.1 Grant to Company. Subject to Company's compliance with the terms and conditions of this Agreement, including timely payment of the Fees for the initial term and any renewal terms, Crafter grants to Company: (a) a non-exclusive, non-transferable, non-sublicensable, license to use, copy and modify the Software only for Company's own internal use of the Software and limited to the number of Installed Systems designated in an Order Form provided by either Crafter or a Crafter Reseller Partner; (b) the rights in the third party software provided with the Software set forth in the licenses applicable to such third party software; (c) for the term designated in an Order Form, the right to receive Support Services for the Software ("Support Services"); and (d) a license to use the Software for the purpose of disaster recovery testing.

1.2 Restrictions. Company will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (i) the Software, (ii) any modified version or derivative work of the Software created by the Company or for the Company, or (iii) Crafter Community (which includes all non-supported versions of Crafter-developed software), for any purpose including timesharing or service bureau purposes; (b) remove or alter any copyright, trademark or proprietary notice in the Software; (c) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (d) use any of the Services for the Crafter Community software or for any Installed System for which Services have not been purchased; or (vi) reverse engineer, decompile or modify any encrypted or encoded portion of the Software.

1.3 Proprietary Rights. Crafter and its licensors will own all right, title, and interest to the Software, technology, information, code or software provided to Company, including all portions, copies or modifications thereof.

1.4 United States Government End Users. The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject

to the terms of this Agreement.

2.0 FEES AND PAYMENT

2.1 Fees for the Support Services (the "Fees") will be identified in an Order Form and are (a) due upon Crafter's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 2.2. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Company agrees to pay Crafter or the Crafter Reseller Partner the applicable Fees for each Installed System. An "**Installed System**" refers to the Crafter Enterprise Software products in an Order Form.

2.2 Invoices. If Company desires credit terms with respect to the payment of Fees, Company will reasonably cooperate with Crafter and/or Crafter Reseller Partner in establishing and periodically re-confirming Company's credit-worthiness. If credit terms are provided to Company, Crafter or Crafter Reseller Partner will invoice Company for the Fees upon Crafter's acceptance of the applicable Order Form, upon acceptance of any future Order Form, and up to thirty (30) days prior to the start of any renewal term. Unless otherwise specified in an Order Form and subject to approval of credit terms, Company will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice. Any and all payments made by Company pursuant to this Agreement are non-refundable except as otherwise provided in this Agreement. Crafter reserves the right to suspend or cancel performance of all or part of the Support Services, modify or revoke all or part of Company's license rights in the Software, and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

2.3 Taxes. All Fees are exclusive of Taxes. Company will pay Crafter or Crafter Reseller Partner an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Crafter and/or Crafter Reseller Partner. "**Taxes**" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Crafter. If Company is required to withhold or deduct any portion of the payments due to Crafter or Crafter Reseller Partner, Company will increase the sum payable by the

amount necessary so that Crafter or Crafter Reseller Partner receives an amount equal to the sum it would have received had Company made no withholdings or deductions.

3.0 REPORTING AND RECORDS

3.1 Reporting. Company will notify Crafter promptly if the actual number of Installed Systems exceeds the number of Installed Systems for which Company has paid the applicable Fees. In its notice, Company will include the number of additional Installed Systems and the date(s) on which such the Software was first used on such Installed Systems. Crafter or Crafter Reseller Partner will invoice Company for the applicable Fees and Company will pay such Fees no later than thirty (30) days from the date of the invoice. The Software incorporates functionality for the automatic reporting of information regarding Installed Systems, and Crafter receives this information over standard network connections and records this information for usage reporting purposes.

3.2 Records Retention. Company will maintain accurate records necessary to verify the number of Installed Systems. Upon 's written request, Company will provide Crafter with such records within ten (10) business days. If Company has more Installed Systems than Company has paid for, Company will immediately pay Crafter the applicable per unit rate for such Installed Systems.

4.0 TERM AND TERMINATION

4.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 4.2 below.

4.2 Term and Termination of Order Form

4.2.1 The term of an Order Form begins on the date the Order Form is executed ("**Order Form Effective Date**") and continues for the term stated in the Order Form. Thereafter, the term for Subscriptions will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term.

4.2.2 If Crafter or Company materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement. The termination of an individual Order Form will

not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Crafter, in the event either party terminates an Order Form, Company will pay Crafter (or the Crafter Reseller Partner from whom Company purchased Software or Services) for all Services provided up to the effective date of termination.

4.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 1.2, 1.3, 2, 3, 4.3, 5.2, 6, and 8 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

5.0 REPRESENTATIONS AND WARRANTIES

5.1 General Representations and Warranties. Crafter represents and warrants that: (a) the Support Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Company; and (c) to Crafter's knowledge, the Software does not, at the time of delivery to Company, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

5.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SUPPORT SERVICES PROVIDED BY CRAFTER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CRAFTER DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT CRAFTER WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, COMPANY'S EXCLUSIVE REMEDY AND CRAFTER'S ENTIRE LIABILITY WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF CRAFTER CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, COMPANY MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Company agrees that it is solely responsible for the results obtained from the use of the Software and Services.

6.0 LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

6.1 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL CRAFTER OR ITS AFFILIATES BE LIABLE TO COMPANY OR

ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF CRAFTER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

6.2 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, CRAFTER AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY CRAFTER FROM COMPANY (EITHER DIRECTLY OR THROUGH A CRAFTER RESELLER PARTNER) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

7.0 INDEMNIFICATION

7.1 Defense. If an unaffiliated third party initiates a legal action alleging that Company's use of the Software directly infringes the third party's patent, copyright, trademark or misappropriates the third party's trade secret rights ("**Third Party Rights**") (such action, a "**Claim**") and there is an active Subscription in effect at the time of the Claim, then Crafter will (a) defend Company against the Claim and (b) pay costs, damages and/or attorneys fees that are included in a final judgment against Company (without right of appeal) or in a settlement approved by Crafter that are attributable to Company's use of the Software; provided that Company (i) is current in the payment of all applicable Fees prior to a Claim or threatened Claim, (ii) notifies Crafter in writing of the Claim promptly, but in no event later than ten (10) days after receipt of the Claim, (iii) provides Crafter with the right to control and conduct the defense of the Claim with counsel of its choice and to settle such Claim at Crafter's sole discretion, and (iv) cooperates with Crafter in the defense of the Claim.

7.2 Injunctive Relief. If an injunction is sought or obtained against Company's use of the Software as a result of a third party infringement claim, Crafter may, at its sole option and expense, (i) procure for Company the right to continue using the affected Software consistent with this Agreement, (ii) replace or modify the affected Software with functionally equivalent software so that it does not infringe, or, if either (i) or (ii) is not available on a basis that Crafter finds commercially feasible, (iii) terminate the applicable licenses without further liability under this section and, if Company then returns the Software that is subject to the Claim, Crafter will refund any prepaid Fees related to the affected Software.

7.3 Exclusions. Crafter will have no liability for any Claim based upon (a) use of other than the then-current, unaltered version of the applicable Software, unless the infringing portion is also in the then current, unaltered version; (b) use, operation or combination of the applicable Software with non-Crafter programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (c) Crafter's compliance with any designs, specifications or instructions provided by Company; (d) facts or circumstances constituting a breach of any Order Form; (e) use by Company after notice by Crafter to discontinue use of all or a portion of the Software; (f) Company's claim or lawsuit against a third party; or (g) any third party software. Crafter will have no obligations under this section if, as of the Order Form Effective Date of an applicable Order Form, Company has received notice of allegations of infringement or is engaged in litigation concerning the subject matter of what would otherwise be a Claim under this Agreement or with respect to a product substantially similar to the Software. This section constitutes the entire liability of Crafter, and Company's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights and supersedes any other Crafter obligation related to the subject matter of this section.

8.0 GENERAL

a. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

b. **Export Compliance.** Licensee may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

c. **Assignment.** Licensee may not assign this Agreement without Crafter's prior written consent which shall not be unreasonably withheld.

d. **Severability.** If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

e. **Waiver.** The waiver of a breach of any provision of this

Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

f. **Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in an Order Form; provided that any notice from Company to Crafter includes a copy sent to: Crafter Software Corporation, Attn: General Counsel, 1800 Alexander Bell Drive, Suite 400, Reston, VA 20191.

g. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., excluding its conflict of law rules and excluding the UN Convention for the International Sale of Goods (CISG).

h. **Entire Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement and all attachments and exhibits, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Company to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the

subject matter of the Order Form. In the event of any conflict between this Agreement and any Order Form, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Any claim relating to the provision of the Services by Crafter, its Affiliates or their respective personnel will be made against Crafter alone.

.i. **Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

j. **Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

k. **Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile or email and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

CRAFTER SOFTWARE CORPORATION

By: _____

Name: _____

Title: _____

COMPANY

By: _____

Name: _____

Title: _____

Attachment 1

Subscription Support Services

Subscriptions purchased from Crafter are provided on the terms described in this Attachment. Capitalized terms used in this Attachment without definition have the meaning defined in the base agreement between the parties.

1. Subscriptions. A Subscription entitles Company to receive access to (a) the Software and license, (b) the applicable Software updates, upgrades, corrections and bug fixes, when and if available, and (c) the applicable level of Support Services indicated on an Order Form and as defined in Section 2 below (“**Support**”). Subject to Company’s compliance with the terms and conditions of this Agreement, including timely payment of the Fees for the initial term and any renewal terms, the license for the Software and the other benefits of the Subscriptions will remain valid, and will expire if not renewed. Unless otherwise agreed in an Order Form, the Subscription(s) will begin on the date that the Company purchases the Subscription(s).

Company must purchase a Subscription for each Installed System. If Company does not renew its Subscriptions in a timely manner, a reinstatement fee may be applied. Subscriptions may only be used for Company’s own internal use (including authorized Affiliates). Distributing any portion of a Subscription to a third party or using any of a Subscription for the benefit of a third party is a material breach of the Agreement. Subscriptions may be used under the terms of this Agreement by third parties acting on Company’s behalf, such as contractors, subcontractors or outsourcing vendors, provided Company remains responsible for its obligations and the activities and omissions of these third parties. Any unauthorized use of the Subscriptions is a material breach of the Agreement, such as (a) only purchasing or renewing Subscriptions for some, but not all, of the CPU Cores on which Company installs, uses or executes the Software, or (b) using Subscriptions to maintain or support CPU Cores running Crafter Community.

2. Support Policies.

2.1 Scope of Support. Support consists of assistance and response with installation, usage, problem diagnosis and bug fixes for the Software in accordance with the type of Subscription purchased as outlined in Section 2.3. In order for Crafter to provide Support, Company must: (a) make reasonable efforts to correct an issue after consulting with Crafter; (b) provide Crafter with sufficient information and resources to correct the issue, as well as access to the personnel, hardware, and any additional software involved in discovering the issue; (c) install and operate the Software on a Crafter-supported stack; (d) promptly install all service packs provided by Crafter; and (e) procure, install and maintain all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

Support does not include support for Crafter Community, hardware, or third party software. Company is responsible for reading the release notes and any other available documentation before installing or upgrading the Software and for testing the Software before deploying it in a production environment. Company should also backup its production systems on a regular basis and have those backups available if needed for support purposes. Crafter is not obligated to provide Support when: (a) the Software has been changed, modified or damaged; (b) the issue is caused by Company’s negligence, hardware malfunction or other causes beyond the reasonable control of Crafter; (c) the issue is caused by third party software not licensed through Crafter or provided by Crafter; or (d) Company has not paid the Fees when due.

2.2 Technical Support Contacts. Crafter customer support will provide Support to the designated contacts, as identified in an Order Form (“**Technical Support Contacts**”). The Technical Support Contacts should have “read, write and execute” access to the necessary files, English language communication skills and relevant technical knowledge. Company may modify its designated Technical Support Contacts at any time during the term of a Subscription by notifying Crafter in writing and giving Crafter five (5) business days to process the change. Technical Support Contacts will be the only interface to the Crafter customer support center. In an emergency, a Crafter customer support engineer will respond to an issue for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact.

2.3 Production Support Service Level Guidelines. Crafter will use commercially reasonable efforts to provide Support in accordance with the guidelines shown in the table below. Crafter’s Standard Business Hours will be identified on an Order Form.

	Crafter Enterprise Gold Support	Crafter Enterprise Platinum Support
Hours of Coverage	Standard Business Hours	7x24 for Severity 1 issues; Standard Business Hours for all other issues
Support Channel	Web	Web
Number of Cases	Unlimited	Unlimited
Technical Support Contacts	2	3
Initial Response Guidelines		
<p>Severity 1: A Severity One Production Issue means the (i) production system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down. A Severity One Development Issue means (iii) an application is in final testing, facing a critical time frame of going into production use and is severely impacted or (iv) entire development efforts are blocked. Severity 1 issues must be reported by telephone and Company must have technical contacts available for the duration of the Severity 1 issue. If neither of these is the case, Crafter reserves the right to designate the issue as Severity 2.</p>	2 Business Hours	2 Hours
<p>Severity 2: A Severity Two Production Issue means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced material system interruptions. A Severity Two Development Issue means (iv) there is a time sensitive question impacting performance or deliverables, or (v) a major subsystem under development is blocked. Crafter assigns a specialist to address the issue, and provides additional, escalated procedures as reasonably determined necessary by Crafter.</p>	4 Business Hours	2 Business Hours
<p>Severity 3: A Severity Three Production Issue means there (i) are issues in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement. A Severity Three Development Issue means (iv) there are errors in system development that may impact performance deliverables, (v) a need to clarify procedures or information in documentation, or (vi) a request for product enhancement.</p>	1 Business Day	6 Business Hours



Attachment 2

Cloud Services

This attachment establishes the terms and conditions that apply to the Company's use of Crafter Cloud Services ("Services"), if applicable.

CRAFTER RESPONSIBILITIES

1.1 Provision of Services. We will (a) make the Services available to Company pursuant to this Agreement and the applicable Order Forms, (b) provide support for the Services to Company as indicated in a separate Order Form, and (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Crafter shall give at least 8 hours electronic notice and which Crafter shall schedule to the extent practicable during the weekend hours between 9:00 p.m. Friday and 6:00 a.m. Monday Eastern Standard Time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Crafter employees), Internet service provider failure or delay, Non-Crafter Application, or denial of service attack.

1.2 Protection of Company Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Company's content and data ("Company Data") that is provided to Crafter associated with the Company's use of the Service. These safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Company Data by Crafter personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Company expressly permits in writing.

1.3 Crafter Personnel. Crafter will be responsible for the performance of its personnel (including Crafter employees and contractors) and their compliance with Crafter obligations under this Agreement, except as otherwise specified herein.

2.0 USE OF SERVICES AND CONTENT

2.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

2.2 Usage Limits. Services are subject to usage limits, including, for example, the quantities specified in Order Forms. To the extent that any quantities refer to Company Users ("Users"), (a) the Service may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If Company exceeds a contractual usage limit, Crafter may work with Company to seek to reduce usage so that it conforms to that limit. If, notwithstanding Crafter's efforts, Company is unable or unwilling to abide by a contractual usage limit, Company will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Crafter's request, and/or pay any invoice for excess usage.

2.3 Company Responsibilities. Company will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Company Data and the means by which Company acquired the Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Crafter promptly of any such unauthorized access or use, (d) use Services only in accordance with the Crafter documentation and applicable laws and government regulations, and (e) comply with terms of service of any Non-Crafter Applications with which Company uses Services.

2.4 Usage Restrictions. Company will not (a) make any Service available to, or use any Service for the benefit of, anyone other than Company or Company's Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized

access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Crafter Documentation except as permitted herein or in an Order Form, (j) frame or mirror any part of any Service or Content, other than framing on Company's own intranets or otherwise for Company's own internal business purposes or as permitted in Crafter's Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

2.5 External-Facing Services Policy. If Company subscribes to a Service for creation and hosting of external-facing websites, Company will comply with, and be responsible for Users' compliance with, Crafter's External-Facing Services Policy as outlined in this section and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies on such websites

2.5.1 Prohibited Material. Customers may not use External-Facing Services to display, store, process or transmit, or permit use of External-Facing Services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- b. Material that violates a third-party's privacy rights;
- c. Material that violates applicable law;
- d. Excessively profane material;
- e. Hate-related or violent material;
- f. Material advocating racial or ethnic intolerance;
- g. Material intended to advocate or advance computer hacking or cracking;
- h. Illegal software
- i. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or
- j. Other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any third-party rights



2.5.2. Prohibited Actions. Customers may not, and may not allow any third-party, including its users, to use an External-Facing Service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - i. sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law;
 - ii. imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - iii. mining or harvesting any web property (including any External-Facing Service) to find email addresses or other user account information;
 - iv. sending unauthorized mail via open, third-party servers; and
 - v. sending email to users who have requested to be removed from a mailing list;
- b. Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward pyramid schemes and the like;
- e. Engage in phishing;
- f. Transmit material that may be harmful to minors;
- g. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- h. Use an External-Facing Service to violate the rights (such as rights of privacy or publicity) of others;
- i. Promote or encourage illegal activity;
- j. Interfere with other users' enjoyment of an External-Facing Service;
- k. Use an External-Facing Service in connection with illegal peer-to-peer file sharing;
- l. Use an External-Facing Service to engage in or promote gambling, or run a gambling operation;
- m. Use an External-Facing Service to sell, distribute or export prescription drugs or other controlled substances;
- n. Use an External-Facing Service to sell, distribute or promote drug paraphernalia;
- o. Use an External-Facing Service, or any interfaces provided with an External-Facing Service, to access any other service or website in a manner that violates the terms for use of or access to such service or website.



2.5.3 U.S. Digital Millennium Copyright Act. Each customer must comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the “**DMCA**”), publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and comply with that description. If Crafter receives a notice alleging that material on a customer’s instance of an External-Facing Service infringes another party’s copyright, Crafter may disable that customer instance of the External-Facing Service.