CHARLIE NORMAND SOFTWARE APPLICATIONS DOWNLOAD LICENSE AGREEMENT

CHARLIE NORMAND IS ONLY WILLING TO LICENSE THE CHARLIE NORMAND SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION (COLLECTIVELY, "SOFTWARE") PURSUANT TO THE TERMS OF THIS DOWNLOAD LICENSE AGREEMENT ("AGREEMENT"). BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE AND YOU WILL NOT HAVE ANY LICENSE TO ANY PART OF THE SOFTWARE. CHARLIE NORMAND'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS.

BY CLICKING "ACCEPT" YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF AND YOUR EMPLOYER (EACH A "LICENSEE") TO BE BOUND TO THIS AGREEMENT. YOU REPRESENT THAT YOU ARE AUTHORISED TO ACCEPT THIS AGREEMENT ON YOUR EMPLOYER'S BEHALF.

CHARLIE NORMAND ENCOURAGES LICENSEE TO READ THIS AGREEMENT CAREFULLY AND ASSESS ITS USE OF THE SOFTWARE PRIOR TO INSTALLING OR USING THE SOFTWARE.

- 1. SOFTWARE LICENSE. Subject to compliance with all of the terms and conditions of this Agreement, Charlie Normand grants to Licensee, a limited, nontransferable, nonexclusive, license to use the Software for the term specified in Section 3 below (a) in object code form for internal use, (b) in accordance with any licensed client, volume and/or other limitations set forth in the ordering document or quote ("Quote") for the Software prepared for Licensee by Charlie Normand or an authorized reseller or distributor ("Reseller"), and (c) in accordance with the associated documentation. Each copy of the Software may only be installed or used on the hardware or other devices as specified in the Quote. Licensee may make a single copy of the Software for safekeeping or "backup" purposes, provided all original proprietary notices are retained on any such copy.
- 2. RESTRICTIONS ON USE. Charlie Normand and its licensors shall at all times retain title to and ownership of the Software and the intellectual property rights therein. Licensee may not, directly or indirectly, (a) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), attempt to discover the source code or underlying ideas or algorithms of the Software or otherwise circumvent any technological measure that controls access to the Software; (b) create derivative works based on the Software; (c) copy (except for the purposes set forth above), rent, lease, distribute, or otherwise transfer rights to the Software; (d) use the Software for timesharing or service bureau purposes; (e) use the Software or any of the output generated by the Software for the benefit of any third party or to provide any commercial, consulting or development services for a third party; (f) remove any proprietary notices or labels on the Software; or (g) use the Software outside of any use restrictions set forth in the Quote. This Agreement is a license, not a sale of the Software and does not give Licensee any rights not expressly granted herein. Title and any related rights in the content accessed through use of the Software is the property of the applicable content owner and is protected by applicable law. The licenses granted pursuant to this Agreement give Licensee no rights to such content.
- **3. TERM.** This Agreement and the rights and obligations granted herein shall commence on installation for a period of one (1) year thereafter or for such other period specified in the Quote ("Term"). This Agreement may expire at the end of the Term unless a required renewal is issued prior to the expiration of the Term.
- 4. TERMINATION. Licensee may terminate this Agreement and the licenses granted herein at any time by destroying or removing from all computer systems all copies of the Software. This Agreement and the licenses granted herein will immediately and automatically terminate (a) if the maximum usage limitations as set forth in the applicable Quote are exceeded; (b) if Licensee breaches any provision of this Agreement; (c) if Licensee becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or comparable proceeding; or (d) as otherwise set forth in Sections 8 or 11 below. Upon any termination or expiration of this Agreement, Licensee shall (i) discontinue all use of the Software, (ii) immediately destroy or erase all copies of the Software and any files created using the Software, and (iii) return or destroy all Confidential Information (defined below). Sections 2, 4, 6, 9, 10, and 15 shall survive any termination or expiration of this Agreement.
- 5. FEES. Licensee will pay to Charlie Normand or Licensee's Reseller (as applicable) the fees for use of the Software specified in the Quote as of the date of installation. Licensee will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Charlie Normand's or a Reseller's income), import duties and fees and charges of any kind levied or imposed by any federal, state or local governmental entity with respect to the Software.
- 6. CONFIDENTIALITY. Licensee acknowledges that the Software, information relating to the Software and/or Charlie

Normand, results derived from or methodology employed by Licensee in using the Software, including benchmarking, and the results of any such use, are the confidential and proprietary information of Charlie Normand ("Confidential Information"). In no event will Licensee reproduce, publish, disclose or use any Confidential Information other than as expressly permitted herein.

7. SUPPORT AND MAINTENANCE.

- 7.1. Scope. As part of support and maintenance services, Licensee is entitled to receive Software updates, maintenance releases and major releases, which are made available from time to time at Charlie Normand's sole discretion. Updates and maintenance releases only cover the minor releases within the same major version of the Software licensed to Licensee pursuant to this Agreement. Updates and maintenance releases may contain either or both enhancements to existing functions and corrections to defects and may or may not include additional features. Charlie Normand may include error corrections in updates, maintenance releases, or new major releases of the Software. All updates, major releases, minor releases and maintenance releases provided hereunder shall be deemed to be Software for purposes of this Agreement.
- 7.2. Support. Licensee may submit a request for support or report any Software problem or error 24 hours per day by sending an email to Charlie Normand or the Licensee's Reseller, as applicable. Support requests to Charlie Normand should be sent to charles_normand@hotmail.com. Charlie Normand or the applicable Reseller will make commercially reasonable efforts to respond to Licensee support requests within 1 month, Monday through Friday, excluding holidays. If it is determined that a reported reproducible material error in the Software exists and significantly impairs the usability and utility of the Software, commercially reasonable efforts will be used to provide a workaround solution or correct the problem in an upcoming maintenance release or update, which are made available at certain times at Charlie Normand's sole discretion.
- 7.3. Exclusions. Support only covers issues or questions resulting directly from the operation of the Software, and does not include generic consultation, assistance, or advice under any circumstances. The provision of support is subject to Licensee's proper use of the Software and compliance with this Agreement. Installation of Software updates and maintenance releases may require the updating of operating system and application software, which will not be provided under this Agreement. Without limiting the foregoing, there will be under no obligation to provide support if, in Charlie Normand's or the applicable Reseller's opinion, the Software has failed due to the following conditions: (a) damage caused by the relocation of the Software to another location or CPU; (b) alterations, modifications or attempts to change the Software; (c) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; (d) Licensee's negligence, hardware, or third-party software malfunction or other causes beyond the reasonable control of Charlie Normand; (e) use of the Software, or any component thereof, in combination with another product or products not approved by Charlie Normand or in a hardware or an operating environment that is not supported by Charlie Normand; or (f) failure to maintain the Software at Charlie Normand' specified release level.
- 7.4. Licensee Support Responsibilities. As a condition to receiving support hereunder, Licensee shall (a) comply with all specified operating and troubleshooting procedures; (b) provide immediate notification of any Software malfunction and provide complete information regarding any such malfunction; (c) be responsible for the security of its confidential information; (d) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs and (e) provide full, good faith cooperation to assist in diagnosis or study of errors, including without limitation remote access to the hardware on which the Software is installed, if requested. If requested, Licensee will promptly provide written verification of an error or malfunction reported and supporting example files that exhibit the Software problem and any other reasonable information by email, fax, or mail, setting forth in reasonable detail the respects in which the Software fails to perform.
- 8. LIMITED WARRANTY. For a period of 30 days following the initial installation (the "Warranty Period"), the Software will perform in all material respects in accordance with its then-current documentation. If within the Warranty Period Licensee provides Charlie Normand or its Reseller with written notice of a breach of this warranty specifying the failure in reasonable detail, then Charlie Normand will use commercially reasonable efforts to provide a workaround or repair or replace the affected portion of the Software at Charlie Normand's sole cost and expense or in Charlie Normand's sole discretion, terminate this Agreement and provide Licensee with a refund of fees paid to Charlie Normand for the Software. The foregoing is Licensee's sole remedy for a breach of this warranty.
- 9. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY SET FORTH IN SECTION 8 IS IN LIEU OF ALL OTHER WARRANTIES, AND CHARLIE NORMAND AND ITS RESELLERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERRORFREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE USE, SELECTION, QUALITY AND PERFORMANCE OF THE SOFTWARE.
- 10. LIMITATION OF LIABILITY. NEITHER CHARLIE NORMAND NOR ITS LICENSORS SHALL BE LIABLE WITH RESPECT TO ANY

SUBJECT MATTER OF THIS AGREEMENT UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (A) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, DATA OR PROFIT, INTERRUPTION OF USE, STOPPAGE OF OTHER WORK, IMPAIRMENT OF OTHER ASSETS OR COMPUTER FAILURE OR MALFUNCTION, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, (C) FOR ANY MATTER BEYOND CHARLIE NORMAND'S REASONABLE CONTROL OR (D) FOR ANY DAMAGES IN EXCESS OF THE TOTAL AMOUNT OF FEES PAID TO CHARLIE NORMAND IN RESPECT OF THE SOFTWARE, EVEN IF CHARLIE NORMAND OR ITS LICENSORS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11. INTELLECTUAL PROPERTY INFRINGEMENT. In the event that the Software is held by a court of competent jurisdiction or reasonably believed by Charlie Normand to constitute an infringement of a third party's intellectual property rights, Charlie Normand may at its option (a) modify the infringing portion of the Software so that it is non-infringing, (b) procure for Licensee sufficient rights to continue to exercise its rights under this Agreement, or (c) terminate this Agreement and the license hereunder and refund to Licensee the fees paid by Licensee for such Software, depreciated on a straight-line basis over the Term. This Section represents the sole right and remedy available to Licensee if the Software infringes the intellectual property rights of a third party.
- 12. AUDIT. Licensee shall use reasonable efforts keep complete and accurate records and accounts of each copy of the Software deployed identifying the locations where each and every copy of the Software has been installed or deployed by Licensee. Licensee shall make these records reasonably available for audit by Charlie Normand upon reasonable prior written notice to Licensee, during regular business hours, at Licensee's principal place of business. Unless otherwise specified herein, the cost of the audit shall be at Charlie Normand's expense. If an audit reveals that the number of copies of the Software deployed by Licensee pursuant to this Agreement is greater than that licensed, Licensee shall pay the cost of the audit as well as promptly remit to Charlie Normand the appropriate license fees due for the number of copies of the Software deployed by Licensee in excess of that licensed.
- **13. NOTICES.** All notices hereunder shall be in writing, in English, effective upon receipt and shall be sufficient only if personally delivered.
- 14. EXPORT CONTROLS. Licensee shall comply with all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export of the Software in violation of any such laws, restrictions or regulations. Licensee shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of the Software to any location in compliance with all applicable laws and regulations prior to delivery thereof by Charlie Normand or its Reseller.
- **15. ACKNOWLEDGEMENT.** Licensee acknowledges and agrees that it has read and understands this Agreement and that this Agreement has the same force and effect as a signed agreement.