

READ CAREFULLY BEFORE PROCEEDING

ATTENTION: THIS MANAGERIGHT END USER LICENSE AGREEMENT (EULA) IS A LEGAL CONTRACT THAT DEFINES WHAT YOU MAY DO WITH THE MANAGERIGHT SUBSCRIPTION, THE INFORMATION INCLUDED WITH THE MANAGERIGHT SUBSCRIPTION, AND ALL RELATED EXPLANATORY MATERIALS WHETHER INCLUDED IN THE MATERIALS YOU ARE VIEWING, ACCESSING, FOUND ELSEWHERE ONLINE, OR SUBSEQUENTLY ACCESSED BY YOU AND DELIVERED IN PRINTED FORM. THE CONTRACT ALSO CONTAINS LIMITATIONS ON WARRANTIES AND/OR REMEDIES. MANAGERIGHT, THE MANAGERIGHT SUBSCRIPTION, THE INFORMATION INCLUDED WITH THE MANAGERIGHT SUBSCRIPTION AND ALL RELATED EXPLANATORY MATERIALS ARE COPYRIGHTED AND LICENSED (NOT SOLD). READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING TO ACCESS THE MANAGERIGHT SUBSCRIPTION. BY CLICKING THE "I ACCEPT" BUTTON BELOW, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU SHOULD CLICK THE "I DO NOT ACCEPT" BUTTON AND YOUR ACCESS TO THE MANAGERIGHT SUBSCRIPTION WILL END.

MANAGERIGHT® END USER LICENSE AGREEMENT (EULA)

This ManageRight End User License Agreement (the "Agreement") is made by **TeleBright Software Corporation**, a Delaware corporation with offices at 9600 Blackwell Rd Ste 250, Rockville, MD 20850 ("TeleBright" or "Company"), and the person or entity identified on the prior screen ("Licensee").

Recitals

Licensee has entered into an agreement with the Company or its authorized distributor (jointly the "Distributor" herein) either for the use of the on-line purchase of expense management related products and services, for audit related services, for asset tracking related services, or for testing the working status of telecom lines (all "Services" herein) and associated configuration and technical support (the "Subscription Agreement"). In order to activate the rights associated with the Subscription Agreement, Licensee hereby accepts and consents to the terms of this Agreement as described above. This Agreement shall be effective upon the date of acceptance and consent to the terms of this Agreement by Licensee (the "Effective Date").

Therefore, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged, Company and Licensee agree as follows.

Agreement

1. Definitions.

1.1. **Adaptation** is a specific version of ManageRight configured for Licensee by Distributor with a specific functionality as described in the Subscription Agreement.

1.2. Confidential Information means the proprietary and confidential information of either party, including, without limitation, all information, know-how, marketing and development plans, techniques and materials, client names and other information related to clients, price lists, pricing policies and financial information, and methods of production, use, operation and application: (i) which are not generally known to the public; and (ii) in which such person or its suppliers or clients has rights. Notwithstanding the foregoing, no information shall be deemed to be Confidential Information if such information:

- was disclosed to the other party receiving the same under this Agreement at any time by a third party without the imposition of any obligation;
- became known to the general public without the imposition of any obligation of confidentiality by either party to this Agreement;
- was developed by any partner or employee of the party receiving the same under this Agreement who had no access to any information disclosed to such party under this Agreement;
- was previously known by either party; or
- was disclosed pursuant to a judicial or other governmental order, provided that the party making such disclosure (i) gives the other party reasonable notice prior to such disclosure to allow it a reasonable opportunity to seek a protective order or equivalent, and (ii) discloses only that portion of such Confidential Information which it is legally required to disclose.

1.3. Services consist of one or more of the use of the on-line purchase of expense management related products and services, for audit related services, for asset tracking related services, or for testing the working status of telecom lines (all "Services" herein) and associated configuration and technical support (the "Subscription Agreement").

2. License.

Subject to the terms and conditions of this Agreement and in exchange for the payment of certain fees to Company, during the term of this Agreement as described in Section 10 herein, Company will provide Licensee access to Services, and Licensee agrees it will allow access to Services only by those authorized users as set forth in the Subscription Agreement.

3. Operation of Services.

3.1. Operation.

3.1.1. Services will be available through a website operated by Company and will be configured, maintained and hosted as provided in the Subscription Agreement and this Agreement. Company will operate ManageRight according to reasonable commercial standards of operation, network stability, security and service. Company's obligations are subject in all cases to the availability of third-party services utilized by Company for ManageRight such as network access, IT platform products and services, etc. Licensee and its authorized users will access Company Adaptation via the Internet, utilizing a link from Licensee's systems.

3.1.2. Company will maintain an availability uptime level of 99.0% (as calculated on average during any rolling three (3) month period) for ManageRight exclusive of scheduled downtime and downtime attributable to services provided by third parties. The current ManageRight planned maintenance downtime for ManageRight is Thursday 5 PM to 7 PM Eastern Standard Time and is subject to change without notice.

3.2. Change Orders.

Any Licensee-requested technical modifications to the functionality of ManageRight shall be provided exclusively by Company within Company's sole discretion and in accordance with a mutually agreed upon amendment to this Agreement as described in Section 11.3. The parties agree that such amendment may include additional fees and license terms.

3.3. Improvements and Additions.

Company may, at its sole discretion, make available to Licensee at no additional charge those updates and improvements it makes generally available to other licensees of ManageRight. Company may also make new services or features available in addition to standard updates and improvements at a price to be agreed to by Licensee and Distributor.

4. Intellectual Property, Trademarks and Information.

4.1. Company Property.

To the best of Company's knowledge, Company owns all intellectual property rights in and to ManageRight and all modifications, enhancements and upgrades to the foregoing created exclusively by Company, but excluding the material expressly permitted by Licensee to be used within ManageRight and any portion that constitutes Confidential Information that was provided by Licensee for inclusion.

4.2. Licensee Data.

Licensee owns the information collected by Company regarding Licensee and its authorized users. Company may use any non-Confidential Information collected by Company for analytic and summary purposes, including modeling, benchmarking and providing aggregate information to third parties. Licensee agrees to receive periodic emails from Company for promotional, analytical reporting, or notification purposes.

5. Publicity.

Licensee hereby grants Company a right to display only Licensee's name and logo, not any of Licensee's customers, on Company's web site and brochure for the purpose of identifying Licensee as a user of ManageRight during the Term.

6. Warranties.

6.1. Company Warranties.

COMPANY PROVIDES MANAGERIGHT AND SERVICES TO LICENSEE "AS-IS", WITHOUT ANY WARRANTIES WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOT IN LIMITATION OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT MANAGERIGHT SERVICE WILL MEET LICENSEE'S REQUIREMENTS, OPERATE EITHER WITHOUT INTERRUPTION OR FREE FROM ERROR, OR THAT ANY ERRORS WILL BE CORRECTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION GENERATED BY COMPANY IS ACCURATE AND ASSUMES NO LIABILITY FOR LICENSEE'S USE, OR ANY THIRD PARTY'S USE OF SUCH INFORMATION. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS AND LICENSEE MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

6.2. Licensee Warranties.

Licensee warrants that: (a) it is not engaged in business activities that include the development of software that is substantially similar to that of ManageRight, (b) it will not engage in, or enable or support any third party in, reverse engineering of ManageRight or the intellectual property related thereto.

7. Indemnities.

7.1 Infringement.

Subject to Section 9, Company, at its own expense, shall indemnify, defend and hold Licensee harmless from and against any claim of infringement of any U.S. registered patent or copyright with respect to any software, program, service and/or other materials provided or developed by Company under this Agreement (a "Claim") provided that: (a) Licensee furnishes to Company prompt written notice of any Claim; (b) Licensee grants Company immediate and complete control over the defense and settlement of any such Claim; and (c) Licensee provides Company, at Company's expense, all reasonable assistance in the defense and settlement of such Claim. Licensee may elect to participate in any such action with an attorney of its own choice and at its own expense.

7.2 Remedies.

Subject to Section 9, in the event ManageRight becomes the subject of a Claim, Company may, at its option and expense, either: (a) procure for Licensee the right to continue to use ManageRight at no additional cost to Licensee; or (b) modify ManageRight so that it becomes non-infringing, provided that substantially the same function is performed by the modified Company; or (c) in the event that it is not commercially reasonable for Company to perform (a) or (b) above, Company may provide Licensee with a prorated refund of any pre-paid fees. If Company selects subsection (b), Licensee shall immediately refrain from use of the unmodified ManageRight. If Company selects subsection (c), Licensee shall immediately refrain from use of ManageRight.

7.3 Exceptions.

Company shall have no obligations under this Section 7 or otherwise if: (a) the Claim would not have occurred but for ManageRight's compliance with any designs, specifications or instructions provide by or on behalf of Licensee; (b) the Claim would not have occurred but

for use of ManageRight in a manner prohibited under this Agreement; or (c) the Claim would not have occurred but for combination or use of ManageRight with one or more Licensee applications or other applications not provided by Company.

7.4 By Licensee

Licensee shall indemnify, defend, and hold harmless Company and its affiliates, subsidiaries, shareholders, directors, officers, employees and representatives from and against any and all actions, claims, damages, expenses (including, without limitation, reasonable attorneys' fees) and liabilities that may be incurred or sustained by any of the foregoing arising from any breach by Licensee of this Agreement or any act or omission of Licensee or of any of its partners, principals, joint ventures, affiliates, directors, officers, employees, and representatives (as applicable), in connection with the performance of activities hereunder.

7.5 Entire Obligation and Liability.

The foregoing provisions of Section 7 state Company's entire obligation and liability to Licensee with respect to any Claims.

8. Non-Disclosure of Confidential Information.

Each party shall use the Confidential Information of the other party solely in the performance of its obligations under this Agreement and shall not disclose the Confidential Information other than to its permanent and temporary employees, partners, contractors and subcontractors who need to know the Confidential Information to perform their duties to Licensee in connection with this Agreement; or as required by law or court order.

Each party shall use commercially reasonable efforts (by instruction, agreement or otherwise), and in no event less than the same efforts such party uses to protect its own valuable proprietary information data, to maintain the confidentiality of the Confidential Information of the other party.

9. Limitation of Liability.

IN NO EVENT WILL THE TOTAL LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) OF COMPANY EXCEED THE AMOUNT OF THE AMOUNT PAID TO COMPANY BY DISTRIBUTOR IN THE IMMEDIATELY PRECEDING SIX MONTHS IN CONNECTION WITH THE LICENSE SUBSCRIPTION TO LICENSEE. COMPANY WILL NOT BE LIABLE TO LICENSEE FOR LOST PROFITS, CREDIT LOSSES, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1. This Agreement shall commence on the Effective Date and continue for the term of the Subscription Agreement unless terminated earlier as set forth below.

10.2. Company may terminate this Agreement immediately (a) in the event Licensee fails to pay Distributor an invoice when due; (b) in the event Licensee commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach; (c) in the event Licensee commits a material breach of the Subscription Agreement; or (d) in the event the Subscription Agreement is terminated by Licensee or

Distributor. Licensee may terminate this Agreement in the event Company commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of such material breach.

10.3. In the event that either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other party shall have the right to immediately terminate this Agreement.

10.4. Upon termination of this Agreement, Licensee and its authorized users shall have no further right to access ManageRight. Sections 4.1, 4.2, 6.1, 6.2, 7, 8, 9 and 11 of this Agreement shall survive the termination of this Agreement for any reason.

11. General.

11.1. Governing Law, Dispute Resolution.

This Agreement will be governed by the laws of the State of Maryland law excluding its choice of law principles. In no event will the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. In the event either party initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive jurisdiction of such action shall be in the state and federal courts in Baltimore, Maryland. Notwithstanding the foregoing, either party may enforce any judgment rendered by such court in any court of competent jurisdiction. Notwithstanding the foregoing, Company may seek injunctive or other equitable relief in any jurisdiction in order to protect its intellectual property rights.

11.2. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions will remain in full force and effect. The unenforceable or invalid provision will be changed and interpreted so as to best accomplish the parties' original objectives to the extent possible within the limits of applicable law.

11.3. Modifications.

Any modification, amendment, supplement or other change to this Agreement must be in writing and signed by duly authorized representatives of the parties.

11.4. Assignment.

Licensee may not assign this Agreement without Company's prior written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the parties hereto. Any purported assignment in violation of this provision shall be void and without effect.

11.5. Waiver.

All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided in this Agreement, will not be considered a waiver for the future of such provision or right. No waiver of any provision or right will affect the right of the waiving party to enforce any other provision or right in this

Agreement.

11.6. Force Majeure.

Company will not be responsible for any failure to fulfill its obligations in this Agreement due to causes beyond its reasonable control, including without limitation, acts or omissions of government, military authority or other third parties, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

11.7. Notices.

Any notice or communication permitted or required by this Agreement will be in writing and delivered in person or by courier or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as set forth on the last page of this Agreement or to such other facsimile number or address as either party may provide to the other. If notice is given in person, by courier or by fax, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.

11.8. Relationship between Parties.

This Agreement does not create a partnership or joint venture and the parties do not intend to create one. Neither party has the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

11.9. Government End Users.

To the extent any software is acquired by or on behalf of a unit or agency of the United States Government hereunder, this provision applies. ManageRight: (a) was developed at private expense, is existing computer software and no part of it was developed with government funds, (b) is a trade secret of Company, or its licensors, for all purposes of the Freedom of Information Act, (c) is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at 52.227-19 and its successors, (d) in all respects is proprietary data belonging solely to Company or its licensors, and (e) is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DoD), the Program is licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the Federal Acquisition Regulation, 252.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and its successors, and use, duplication or disclosure is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is TeleBright Software Corporation, 9600 Blackwell Rd, Suite 250, Rockville, MD 20850.

11.10. Entire Agreement.

This Agreement is the entire agreement between the parties with respect to its subject matter. It supersedes all prior agreements between the parties, written or oral, relating to the same subject matter.