

COTEK SYSTEMS, INC.

THE SHAREPOINT EXPERTS.

OfferCommerce 365

Software License Agreement

OfferCommerce 365

Software License Agreement

© Cotek Systems Inc
5051 Peachtree Corners Cir • Suite 200
Norcross, GA 30092
Toll Free 877.855.6222 • Phone 770.702.2676
Fax 443.456.8900

Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. OFFERCOMMERCE IS A PRODUCT OF COTEK SYSTEM, INC.

BY INSTALLING, OPENING THE PACKAGE, DOWNLOADING THE PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR DO NOT DOWNLOAD THE PRODUCT AND DO NOT INSTALL IT.

Free Site License: Cotek Systems, Inc and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the OfferCommerce Add-in ("Software") in object code form solely on a single site with 8 catalog items by Customer or otherwise embedded in app file or WSP file provided by Cotek Systems, Inc.

Standard Site License: Cotek Systems, Inc and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the OfferCommerce Add-in ("Software") in object code form solely on a single site with 30 catalog items by Customer or otherwise embedded in app file or WSP file provided by Cotek Systems, Inc.

Pro License: Cotek Systems, Inc and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the OfferCommerce Add-in in object code form:

- (i) installed on one site with an unlimited number of Catalog items on a single site by Customer for which Customer has paid a license fee ("Permitted Number of Licenses"); or
- (ii) provided the Software is configured for network use, installed on an unlimited number of servers for use on a single local area network for either (but not both) of the following purposes:
 - a. permanent installation onto a hard disk or other storage device of up to the Permitted Number of Computers; or
 - b. use of the Software over such network, provided the number of computers connected to the server does not exceed the Permitted Number of Computers.

Customer may only use the programs contained in the Software

- (i) for which Customer has paid a license fee (or in the case of an evaluation copy, those programs Customer is authorized to evaluate) and
- (ii) for which Customer has received a product authorization key from OfferCommerce.com. Customer grants to Cotek Systems, Inc or its independent accountants the right to examine its site during Customer's normal business hours to

Software License Agreement

verify compliance with the above provisions. In the event such audit discloses that the Permitted Number of site is exceeded, Customer shall promptly pay to Cotek Systems, Inc the appropriate licensee fee for the additional sites or users. At Cotek Systems, Inc 's option, Cotek Systems, Inc may terminate this license for failure to pay the required license fee.

Customer may make one (1) archival copy of the Software provided Customer affixes to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Cotek Systems, Inc. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cotek Systems, Inc. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Cotek Systems, Inc.

LIMITED WARRANTY. Cotek Systems, Inc warrants that for a period of (30) days from the date of install from either Office 365 or OfferCommerce.com:

- (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and
- (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of Cotek Systems, Inc and its suppliers under this limited warranty will be, at Cotek Systems, Inc or its development center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer. In no event does Cotek Systems, Inc warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

Software License Agreement

This warranty does not apply if the software

- a.* has been altered, except by Cotek Systems, Inc,
- b.* has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cotek Systems, Inc,
- c.* has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or
- d.* is used in ultrahazardous activities.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL COTEK SYSTEMS, INC OR ITS SUPPLIERS BE LIABLE FOR ANY LOST OF REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF COTEK SYSTEMS, INC OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Cotek Systems, Inc's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Cotek Systems, Inc does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

This License is effective until terminated. Customer may terminate this License at any time by uninstalling or destroying all copies of Software including any documentation. This License will terminate immediately without notice from Cotek Systems, Inc if Customer fails to comply

Software License Agreement

with any provision of this License. Upon termination, Customer must destroy all copies of Software.

This License shall be governed by and construed in accordance with the laws of the United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

Cotek Systems Inc
5051 Peachtree Corners Cir,
Atlanta, GA 30309
Toll Free: +1 877-855-6222
International: +1 770-702-2676
FAX: +1 443-456-8900
Support: support@offercommerce.com
Billing: billing@offercommerce.com
Product Website: www.offercommerce.com
Corporate Website: www.cotekinc.com