

ColumbiaSoft Corporation
Subscription License Agreement
(Hosted EULA)

This Subscription License Agreement ("Agreement") is between ColumbiaSoft Corporation, an Oregon corporation ("Licensor"), and the licensee party identified on a duly executed Order (as defined below) ("Licensee"). By using any of the Services (as defined below) or by signing or submitting an Order, Licensee agrees to be bound by the terms and conditions of this Agreement. Licensee may use the Services only in compliance with this Agreement and any duly executed Order.

- 1. Definitions.** For the purposes of this Agreement:
 - 1.1.** "Authorized User" means any person who: (a) is authorized by Licensee to use the Service; and (b) is eligible to use the Service pursuant to a subscription for such Authorized User purchased by Licensee and identified in an Order.
 - 1.2.** "Commencement Date" means the date on which a valid Order is signed by both Parties.
 - 1.3.** "Indemnitee" and "Indemnitor" have the meanings set forth in Section 15 below.
 - 1.4.** "Order" means an ordering document for Licensee's purchase of a subscription to access and use the Services, which is executed by the Parties from time to time. Orders will be incorporated into this Agreement by reference. Orders will contain, at a minimum, the following: (a) Licensee's full legal name and contact information; (b) description of the Service provided; (c) Subscription Level; (d) Subscription Fees; and (e) Commencement Date and term of Licensee's subscription.
 - 1.5.** "Party" means each of Licensor and Licensee, who are collectively referred to in this Agreement as the "Parties."
 - 1.6.** "Service" means, collectively: (a) the hosted storage solution provided by Licensor for online storage, sharing and management of documents, files, materials, data, or other content (collectively, "Content"); (b) software provided or made available by Licensor (the "Software"); and, (c) any written or electronic documentation provided or made available by Licensor (the "Documentation").
 - 1.7.** "Subscription Fee" means the applicable fees for access by Licensee to the Service.
 - 1.8.** "Subscription Level" means the level of the Service selected by Licensee and identified in an Order. The Subscription Levels may differ in terms of volume, usage, features, and price.
 - 1.9.** "Term" has the meaning set forth in Section 18 below.
- 2. License.** Subject at all times to Licensee's continuing compliance with the terms of this Agreement and all Orders, including all payment terms, Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license for the Authorized Users to access and use the Service during the Term solely for Licensee's internal business purposes, and solely within the Subscription Level identified in the Order.
- 3. Licensee Obligations.** In addition to Licensee's other obligations and responsibilities set forth in this Agreement, Licensee agrees: (a) that it is responsible for all acts and omissions of Authorized Users in connection with their use of the Service; and (b) to notify Licensor immediately in the event Licensee becomes aware of any unauthorized use of or access to the Service. In addition, Licensee is solely responsible for obtaining and maintaining all computer hardware and other equipment needed to access or use the Service, and all related charges.
- 4. Accounts.** To obtain access to the Services, Licensee may be required to obtain an account with Licensor (become a "Registered User"), by completing a registration form and designating a user ID and password for Licensee and/or one or more Authorized Users. Until Licensee applies for and is approved by Licensor to become a Registered User, in Licensor's sole discretion, Licensee's access to the Service will be limited or restricted. When registering with Licensor, Licensee must: (a) provide true, accurate, current and

complete information about Licensee and/or the Authorized User(s), as requested by the Service's registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Licensor may withdraw such approval at any time in its sole discretion, with or without cause. Only Licensee may use Licensee's Service account. Licensee must keep its user ID and passwords confidential and not authorize any third party to access or use the Service on Licensee's behalf, unless Licensor provides an approved mechanism for such use. Licensee must promptly contact Licensor if Licensee suspects misuse of Licensee's account or any security breach in the Service. Licensee is responsible for all activities that take place with Licensee's account within the Service, including by all Authorized Users. Licensor will not be liable for any loss or damage arising from any unauthorized use of Licensee's accounts.

5. **Use Restrictions.** Licensee agrees that it will not: (a) rent, lease, distribute, sell, sublicense, or transfer to any third party all or any part of Licensee's right to access and use the Service; (b) reverse engineer, disassemble or decompile the Service or any Software applications associated with the Service; (c) modify or create derivative works of the Service without the prior written consent of Licensor; (d) access or use the Service for unlawful purposes; (e) access or use the Service in excess of Licensee's Subscription Level; or (f) permit or assist anyone else to do any of the preceding. The Software is subject to applicable U.S. export laws and regulations. Licensee must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use.
6. **Fees and Payment.** Licensee will be invoiced for the Subscription Fees set forth in the Order. Amounts not paid when due will be deemed delinquent, are subject to interest charges at the rate of 12% per annum (not to exceed the maximum allowable by law) until paid in full, and nonpayment could result in immediate suspension or termination of Licensee's access to the Service. Licensor reserves the right to revise its pricing periodically. Any changes to pricing will become effective at the beginning of the subsequent Term (if any). Subscription Fees are based on Services purchased and not actual usage. Payment obligations are non-cancelable and fees paid are non-refundable. Licensee is responsible for any taxes and for all other charges related to Licensee's use of the Services.
7. **Intellectual Property.** Licensee acknowledges that it does not own the Service, and as between Licensee and Licensor, all title, ownership and proprietary and intellectual property rights to the Service are and will remain the sole and exclusive property of Licensor. Except for the limited license expressly granted in Section 2 above, this Agreement does not grant Licensee any rights to any intellectual property rights in or to the Service. Any suggested modifications or improvements to the Service submitted to Licensor by Licensee or Authorized Users become Licensor's exclusive property to exploit or to not exploit as Licensor solely deems appropriate without necessity for remuneration or attribution to Licensee or such Authorized Users.
8. **Content.** Except for material licensed under this Agreement, Licensor does not claim ownership of any Content that is transmitted, stored, or processed in Licensee's account(s). Licensor does not control, verify, or endorse the Content that Licensee and others make available on the Service. Licensor provides functions that allow Licensee to control who may access Licensee's Content. If Licensee enables the features that allow it to share the Content with others, anyone Licensee has shared Content with (including the general public, in certain circumstances) may have access to the Content. Licensee hereby grants Licensor and its contractors the right to use, modify, adapt, reproduce, distribute, display and disclose Content posted on the Service solely to the extent necessary to provide the Service or as otherwise permitted by this Agreement. Licensee represents and warrants that: (a) it has all the rights in the Content necessary for Licensee to use the Service and to grant the rights in this Section; and (b) the storage, use or transmission of the Content does not violate any law or this Agreement. Licensee will: (i) be solely responsible for the nature, quality and accuracy of the Content; (ii) be solely responsible for creating and maintaining adequate backups for all Content in permanent or alternative storage; (iii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and all applicable laws, and regulations; (iv) promptly handle and resolve any notices and claims relating to the Content,

including any notices sent to Licensee by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (v) maintain appropriate security, protection and backup copies of the Content, which may include Licensee's use of additional encryption technology to protect the Content from unauthorized access. Licensor will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content. Licensee must immediately notify Licensor in writing of any unauthorized use of any Content, any Service account, or the Service, that comes to Licensee's attention. In the event of any such unauthorized use by any third party that obtained access through Licensee, Licensee will take all steps necessary to terminate such unauthorized use. Licensee will provide Licensor with such cooperation and assistance related to any such unauthorized use as Licensor may reasonably request. The Service is provided from the United States. By using and accessing the Service, Licensee understands and consent to the storage and processing of the Content and any other personal information in the United States. Licensor reserves the right to store and process Content and personal information outside of the United States, and will use commercially reasonable efforts to provide Licensee with at least 30 days' notice of any such changes in the processing location.

9. **Third Party Services and Content.** All transactions using the Services are between the transacting parties only. The Services may contain features and functionalities linking Licensee to, or providing Licensee with, certain functionality and access to third party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Licensee acknowledges that Licensor is not responsible for such third party content or services. Licensor is not responsible for any third party content Licensee may access with the Services, and Licensee irrevocably waives any claim against Licensor with respect to such sites and third party content. Licensor will have no liability, obligation or responsibility for any correspondence, purchase or promotion between Licensee and any third party. Licensee is solely responsible for its dealings with any third party related to the Services. Should Licensee have any problems resulting from its use of any third party services, or should Licensee suffer data loss or other losses as a result of problems with any of Licensee's other service providers or any third party services, Licensor will not be responsible unless the problem was the direct result of Licensor's material breach of this Agreement.
10. **Service Availability.** The Service is provided as a Virtual Machine through Microsoft Windows Azure™. As such, Licensor cannot guarantee any level of availability for the Virtual Machine (and therefore, the Service), and Licensor will rely only upon the service level agreement provided by Microsoft at <http://www.windowsazure.com/en-us/support/legal/sla/>. Licensee agrees that from time to time, the Service may be inaccessible or inoperable for any reason, including: (a) equipment malfunctions; (b) periodic maintenance procedures; or (c) causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor including the interruption of telecommunication or digital transmission links.
11. **Backups.** Licensor will back up all Content within the Service on a weekly basis. All backups will be maintained by Licensor for a period of 7 days. Licensee is responsible for requesting any backups and Content within the period of the backups being available.
12. **Support; Maintenance.** Support and access to upgrades for the Service are included with Licensee's subscription. Licensor may provide updates, upgrades, bug fixes and modifications to the Service from time to time at its discretion. Licensor reserves the right to make necessary changes, updates or enhancements to the Service at any time.
13. **Warranty; Limited Remedy.** Licensor warrants to Licensee that, during the 180 day period following the Commencement Date of Licensee's initial subscription term, the Service will reasonably conform in all material respects with the applicable documentation. If the Service fails to conform to the foregoing warranty, Licensor will use reasonable efforts to correct the non-compliance, provided that Licensee promptly notifies Licensor of the non-compliance and Licensor is able to reproduce the proven non-compliance. If Licensor is unable to remedy the non-compliance, Licensee may terminate this Agreement, and Licensor will refund to Licensee an equitable portion of the unused, pre-paid Subscription Fees (if any) as full and complete satisfaction of Licensee's claim relating to such non-compliance. LICENSOR

ACKNOWLEDGES AND AGREES THAT THE FOREGOING REFUND WILL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

- 14. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 13, LICENSOR GIVES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER RELATING TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TITLE, OWNERSHIP, RESULTS, OR THE QUALITY, SUITABILITY, ADEQUACY, GENUINENESS, ACCURACY OR COMPLETENESS OF THE SERVICE. LICENSEE UNDERSTANDS AND AGREES THAT LICENSOR ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS OF OR FAILURE TO CONTINUALLY PROVIDE THE SERVICE, OR FOR ANY LEVEL OF UPTIME FOR THE SERVICE, THE VIRTUAL MACHINE, OR MICROSOFT WINDOWS AZURE™. Licensee assumes full responsibility for: (i) selecting the Service; (ii) verifying the results obtained from using the Service; and (iii) taking appropriate steps to prevent loss of Content. Without limiting the effect of the foregoing, Licensor does not warrant that the Service will meet Licensee's requirements or that the operation of the Service will be uninterrupted or error-free. Licensor is not responsible for problems caused Licensee's hardware or operating system software, or for problems in the interaction of the Service with any other software.
- 15. Indemnity.** To the extent permitted by applicable law, each Party ("Indemnitor") agrees to defend, indemnify, and hold harmless the other Party ("Indemnitee") and its affiliates, and their respective directors, shareholders, officers, agents, representatives and employees, in any action or suit brought or threatened by any third party due to or arising out of: (a) Indemnitor's use of the Service or violation of this Agreement; (b) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other intellectual property right of that third party, or misappropriation or unauthorized use or disclosure of any trade secret of a third party, by Indemnitor; or (c) Indemnitor's violation of applicable law. Indemnitor will pay all damages awarded therein against Indemnitee or the other indemnified parties, or settlement agreed upon by the Parties, plus all attorney's fees and costs incurred by Indemnitee or the other indemnified parties. Indemnitee will promptly notify Indemnitor of such action and give Indemnitor authority, information, and reasonable assistance (at Indemnitor's expense) for the defense of such suit or proceeding.
- 16. Limited Liability; Limited Damages.** UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL COSTS OR DAMAGES, INCLUDING LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, CONTENT, PRODUCTION OR PROFIT, ARISING OUT OF OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID TO LICENSOR UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING WILL NOT APPLY TO LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15.
- 17. Compliance.** Upon Licensor's request, one of Licensee's officers will certify that Licensee is in full compliance with this Agreement and at Licensor's expense, Licensor may audit Licensee's use of the Service for the sole purpose of ensuring that compliance.
- 18. Term.** This Agreement is effective from the Commencement Date and will continue to govern Licensee's use of the Service during the term(s) of all outstanding Orders (the "Term").

- 19. Termination; Effect of Termination.** Licensor may suspend performance (including by deactivating Licensee's and/or its Authorized Users' user accounts for the Service) and/or terminate this Agreement immediately upon written notice at any time if Licensee is in breach of any term, condition or covenant of this Agreement (including the obligation to timely pay fees in accordance with Section 6) and fails to cure such breach within 10 days after written notice thereof. Termination of this Agreement will automatically terminate all Orders outstanding at the time of the termination. Upon any termination, Licensee will remain responsible for all monies due and owing by Licensee. Sections 1, 6, 7, 13, 14, 15, 16, 19 through 27, and any other provisions of this Agreement that are, by their nature, intended to continue, will survive any expiration or termination hereof. Upon termination of this Agreement for any reason, Licensor will have the right to immediately deactivate Licensee's and its Authorized Users' access to the Service, but in any event Licensee will cease all use of the Service. Licensee acknowledges that if Licensee's access to the Service is suspended or terminated, Licensee may no longer have access to the Content that is stored with the Service. Upon expiration of the term or upon termination by Licensor for reasons other than cause, Licensee may request access to its Content, which Licensor will make available for an additional fee. Licensee must make such request with 30 days following termination; otherwise, any Content Licensee has stored with the Service may not be retrievable, and Licensor will have no obligation to maintain any Content stored in Licensee's account.
- 20. Governing Law; Jurisdiction.** The substantive laws of the State of Oregon will apply to all disputes related to the Service, this Agreement, and all related products and services offered by Licensor, except that in no event will the Convention on the International Sale of Goods apply. Licensee consents to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon for purposes of resolving all disputes regarding the Service, this Agreement, or any related products or services offered by Licensor, and Licensee agrees not to initiate suit against Licensor in any other court or jurisdiction.
- 21. Injunctive Relief.** Licensee understands that any breach of this Agreement will cause Licensor irreparable damage for which recovery of money damages alone would be inadequate. Licensor will therefore be entitled to obtain timely injunctive relief to protect Licensor's rights under this Agreement in addition to any and all remedies available at law or under this Agreement.
- 22. Force Majeure.** Except for any payment obligations hereunder, neither Party will be responsible for delay or failure in performance or any interruption of the Service resulting directly or indirectly from any cause or circumstance beyond its reasonable control including by any acts of civil or military authority, law, regulation, order or decree, by fire, riots, strikes, legal moratorium, war or revolution, by communication line or power failures, or by "acts of god," epidemic, earthquake, fire, flood or other natural disasters, nor will any such delay or failure be considered to be a breach of this Agreement or entitle either Party to any credit or reimbursements. In any such event, performance will take place as soon thereafter as is reasonably feasible.
- 23. Entire Agreement; Modifications.** This Agreement (including all Orders) sets forth the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, whether oral, written or otherwise. This Agreement may only be modified, waived or amended in a writing signed by Licensee and Licensor. In the event of a conflict between the terms of this Agreement and any Order, the terms of this Agreement will control.
- 24. Assignment.** This Agreement is not assignable or transferable by Licensee without the prior written consent of Licensor, whether by operation of law, merger, or sale of assets. For the purposes of this Section, a change in the persons or entities that control fifty percent (50%) or more of the equity securities or voting interest of Licensee will be considered an assignment by Licensee. Licensor may assign or transfer its rights and/or duties under this Agreement without Licensee's permission or approval.
- 25. Attorney's Fees.** The Parties hereby agree that the Party who is not the substantially prevailing Party with respect to any dispute, claim or controversy related to or arising under this Agreement will pay the reasonable costs actually incurred by the substantially prevailing Party in relation to the dispute, claim or

controversy, and any appeal thereof, and any enforcement of an award, including reasonable attorneys' fees. Licensee will also be liable for all costs of collection incurred by Licensor for Subscription Fee amounts deemed delinquent including reasonable and customary legal and collection agency fees incurred

- 26. Waiver; Remedies.** Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. Licensor's remedies set forth herein are not exclusive and are in addition to all other remedies available at law or in equity, none of which will be deemed as waived by virtue of Licensor's exercise of any other remedy.
- 27. Interpretation.** Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The word "will" is a synonym for the word "shall." The term "and/or" means each and all of the persons, words, provisions or items connected by that term; i.e., it has a joint and several meaning. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

030944/00001/4529710v3