

PLEASE READ THIS CAREFULLY BEFORE AGREEING TO OBTAIN A COPY OF OR ACCESSING OR USING TO THE SUGARCRM PRODUCT WITH WHICH THIS AGREEMENT IS BEING DISTRIBUTED WITH (“**PRE-RELEASE PRODUCT**”). THIS PRE-RELEASE PRODUCT AGREEMENT (“**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN YOU, EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE (“**YOU**” or “**YOUR**”) AND SUGARCRM INC. (“SUGARCRM”). BY INSTALLING OR OTHERWISE USING THE PRE-RELEASE PRODUCT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY AS AN AUTHORIZED REPRESENTATIVE, THEN DO NOT INSTALL OR OTHERWISE USE THE PRE-RELEASE PRODUCT IN ANY MANNER.

1. Definitions.

1.1 “**Customer Agreement**” means a separate agreement, including without limitation, subscription agreement, license agreement, partner agreement (like reseller or referral) or service agreement, between you and SugarCRM under which you obtain rights to access and use certain SugarCRM products and services.

1.2 “**Pre-Release Product Program**” means a program offered by SugarCRM to evaluate, test and obtain feedback on the Pre-Release Product Program.

1.3 “**Pre-Release Product Period**” means from time period beginning on the day you install or use the Pre-Release Product Program until the earlier of the day (a) that SugarCRM makes a production version of the Pre-Release Product generally commercially available to its customers; or (b) announces the discontinuation of the Pre-Release Product Program.

1.4 “**SugarCRM Products**” means the SugarCRM products and services that you have the right to access and use pursuant to the Customer Agreement.

2. License Grants. During the Pre-Release Product Period, SugarCRM grants to you a limited, temporary, revocable, non-exclusive and non-transferable license to access, use and test the Pre-Release Product as part of your authorized use of the SugarCRM Products.

3. Restrictions. You will not, directly or indirectly: (a) modify, disassemble, decompile or reverse engineer the Pre-Release Product; (b) copy or otherwise reproduce the Pre-Release Product, in whole or in part, except as expressly provided in Section 2 above; (c) modify the Pre-Release Product or create any derivative works of the Pre-Release Product; (d) remove, modify or otherwise tamper with notices or legends on the Pre-Release Product or any labeling on any physical media containing the Pre-Release Product; (e) use the Pre-Release Product in any manner to provide service bureau, time sharing or other computer services to third parties; or (f) sublicense, resell, rent, lease, distribute, market or commercialize the Pre-Release Product or use the Pre-Release Product in your production (i.e., non-test) environment.

4. Feedback. In consideration for providing the Pre-Release Product, you understand and agree that SugarCRM (either directly or through third party providers) will be reviewing, monitoring and collecting data about the performance of the Pre-Release Product as well as your use of the Pre-Release Product during the course of the Pre-Release Product Period. SugarCRM’s right to use such usage data will be as authorized and specified in the Customer Agreement. You agree to promptly report to SugarCRM all Feedback regarding the Pre-Release Product by submitting your feedback via the URL or email address designated by SugarCRM for this Pre-Release Product. For purposes of this Agreement, Feedback means all ideas, feedback, suggestions, requests, questions, comments, results of your accessing, using, testing and evaluation of the Pre-Release Product including without limitation any defects, errors or other issues you may report about the Pre-Release Product. Feedback will be the property of SugarCRM. You assign and agree to assign to SugarCRM all rights, title and interest worldwide in and to any Feedback and the related intellectual property rights embodied therein and agree to assist SugarCRM in perfecting and enforcing such rights.

5. Confidentiality Obligations. You understand and agree that the Pre-Release Product is not publicly released and therefore the Feedback, the Pre-Release Product itself, information concerning current or future features and functionality, user interfaces, design details, specifications, and structure of the Pre-Release Product, future product and services direction, research, development, business forecasts, sales information and marketing plans are all the “Confidential Information” of SugarCRM. You shall, both during the term of this Agreement and at all times thereafter, keep in confidence and trust all of the Confidential Information provided to you. You shall not use the Confidential Information other than as necessary to exercise your rights under this Agreement. You shall take all reasonable steps to prevent unauthorized disclosure or use of the Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. You shall not disclose Confidential Information to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into written confidentiality agreements with you which protect the Confidential Information containing terms and conditions at least as protective of SugarCRM, the Pre-Release Product or any other Confidential Information as the terms and conditions contained herein. These obligations shall not apply to the extent that such information: (a) is, or, through no act or failure to act of you, becomes publicly known; or (b) is approved for release by written authorization of SugarCRM.

6. Ownership; Assignment. SugarCRM owns all rights, title and interest in and to the Pre-Release Product (including any and all modifications thereto) and its Confidential Information, including all intellectual property rights associated therewith or embodied therein. SugarCRM reserves all rights not expressly granted herein.

7. No Warranty; Limitation of Liability. The Pre-Release Product is a pre-release code and is not bug or error free or at the level of performance or compatibility of a final, generally available product offering. The Pre-Release Product may not operate correctly and may be substantially modified by SugarCRM prior to first commercial shipment, or withdrawn by SugarCRM completely. The entire risk arising out of the use or performance of the Pre-Release Product remains with you and you shall have sole responsibility for adequate protection and backup of

its data or equipment used in connection with the Pre-Release Product. You understand and agree that SugarCRM makes no representation or warranties regarding use of the Pre-Release Product and SugarCRM shall have no liability for lost data, incomplete data, re-run time, inaccurate input, work delay, lost profits or adverse effect on the performance of the Services resulting from the use of the Pre-Release Product. SugarCRM's standard product service levels shall not apply to the Pre-Release Product and the Pre-Release Product will not be supported by SugarCRM's customer support. The Pre-Release Product is provided to you solely for the purpose of participating in the Pre-Release Product Program and is provided on an "AS IS" basis and without warranty. SUGARCRM HEREBY DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, RELATING TO THE PRE-RELEASE PRODUCT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SUGARCRM BE LIABLE TO YOU FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF THE USE OF THE PRE-RELEASE PRODUCT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUGARCRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy.

8. Term and Termination. This Agreement is effective during the Pre-Release Product Period only. SugarCRM reserves the right to discontinue the Pre-Release Product Program or withdraw the Pre-Release Product from testing, disable the Pre-Release Product at any time and/or never release the Pre-Release Product Program as a commercial product. SugarCRM may, at SugarCRM's option, also extend the Pre-Release Product Period by providing you with prior written notice (email shall suffice) authorizing such extension of the Pre-Release Product Period. Either party may terminate this Agreement at any time and for any reason on 10 days written notice to the other party. Upon any termination of this Agreement, you shall (a) immediately cease the use of all of the Pre-Release Product; and (b) return to SugarCRM or destroy all copies of the Pre-Release Product and/or any Confidential Information provided in connection with this Agreement that's in your possession and/or control within 15 days after the effective date of such termination and certify in writing that you have complied with these obligations. The provisions of Sections 3, 4, 5, 6, 7, 9, and 10 survive any termination or expiration of this Agreement.

9. Export Compliance. You acknowledge and agree that the Pre-Release Product is subject to applicable Laws such as national, foreign and international export control laws and regulations or economic sanctions, including, without limitation, those of the United States (the "Applicable Export Laws"). The Applicable Export Laws may restrict the transfer, by any means, of items, information and technology related to the Pre-Release Product to unauthorized persons, destinations and, in the case of source code, to certain government users. You shall strictly comply with all Applicable Export Laws related to the Pre-Release Product and all licenses and authorizations issued under such Applicable Export Laws. You shall be solely and exclusively responsible for screening your customers and anyone else you give access to or let use the Pre-Release Product to ensure that neither that access, use of the Pre-Release Product is in violation of the Applicable Export Laws. You agree that you, and your representatives, employees, agents, contractors, distributors and customers shall not, export, re-export, divert, release, transfer or disclose any such Pre-Release Product, or any direct product thereof, to any prohibited or restricted destination, prohibited end-use or end-user, except in accordance with all Applicable Export Laws. You shall fully cooperate with SugarCRM in securing any export licenses and authorizations required under Applicable Export Laws and providing any information or records needed to enable SugarCRM to secure such licenses and authorizations and confirm your compliance with the obligations set forth in this Section. You understand and agree that SugarCRM shall not be required by the terms of this Agreement directly or indirectly to provide goods, services, technology and/or technical data (including the Pre-Release Product) to any customers or anyone else you request SugarCRM to work with in connection with this Agreement, if such activity is prohibited by any Applicable Export Laws.

10. General Provisions. The Pre-Release Product provided under this Agreement is commercial computer software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors. This Agreement will be governed by the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents and without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement is not assignable or transferable, in whole or in part, by you, whether involuntarily, by merger, operation of law or otherwise without SugarCRM's prior written consent. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement, and such remainder will remain in force and effect. Any notice specifically required under this Agreement will be in writing and sent to the addresses specified in the Customer Agreement. All notices will be deemed to have been given when received by the addressee. This Agreement constitutes the entire agreement between the parties relating to the Pre-Release Product and supersedes all prior and/or simultaneous representations, discussions, negotiations and agreements, whether written or oral, between the parties, relating to the Pre-Release Product. To the extent any terms of this Agreement conflict with the terms and conditions of the Customer Agreement, the terms of this Agreement shall govern.