

PLEASE READ THIS EVALUATION LICENSE AGREEMENT CAREFULLY BEFORE USING THE SUGARCRM PRODUCTS ACCESSIBLE VIA THE EVALUATION URL SPECIFIED IN THE EVALUATION ORDER FORM (the "**SUGARCRM PRODUCT**"). THESE TERMS AND CONDITIONS ENTERED INTO BY YOU AND SUGARCRM INC. ("**SUGARCRM**") ARE REFERRED TO AS THE "AGREEMENT." UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 7 BELOW.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY OBTAINING THE SUGARCRM PRODUCT UNDER THE EVALUATION ORDER FORM ("**COMPANY**") THAT COMPANY WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT AND CERTIFYING THAT YOU HAVE THE AUTHORITY TO BIND COMPANY. IF COMPANY DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND COMPANY TO THIS AGREEMENT, DO NOT ACCESS THE EVALUATION ACCOUNT ASSIGNED TO YOU AND/OR USE THE SUGARCRM PRODUCTS IN ANY MANNER.

UNLESS AND UNTIL COMPANY HAS AGREED TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, COMPANY HAS NOT BECOME A LICENSEE OF, AND IS NOT AUTHORIZED TO USE, THE SUGARCRM PRODUCT. THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE EVALUATION ACCOUNT ACTIVATION DATE.

1. Scope of License and Related Terms.

1.1. **Deployment Model.** SugarCRM will make the SugarCRM Product available to Company for evaluation either (a) by or for Company at Company's premises, or on a Company-controlled server within a third party data center (known as the "on-site" model), or (b) the online, Web-based platform and applications that are hosted by SugarCRM, or a third party hosting facility designated by SugarCRM and provided as a Service (known as the "on-demand" model). The deployment model selected by Company is as indicated in the Evaluation Order Form issued to Company.

1.2. **License Grant.** During the Evaluation Period, SugarCRM grants to Company a non-exclusive, revocable and non-transferable right to use the SugarCRM Product solely for the purpose of internally evaluating the suitability of the SugarCRM Product for Company's internal business purposes. Company may, using the functionality within the SugarCRM Product, configure and, if provided in source code form by SugarCRM, modify the available features and functionality as part of its evaluation process.

1.3. **Third-Party Software.** The SugarCRM Product utilizes or includes certain Third Party Software. Company's use of the SugarCRM Product, including all Third Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions. A listing of Third-Party Software licenses and/or notices can be found at: <http://www.sugarcrm.com/third-party-software>. Company understands and agrees that any Company Data exchanged with Third-Party Software is governed by that provider's respective privacy policy.

1.4. **Company Responsibilities.** Company shall: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the SugarCRM Product, and (b) notify SugarCRM in writing immediately of any unauthorized use of, or access to, the SugarCRM Product or any user account or password thereof.

1.5. **Use Restrictions.** Company shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the SugarCRM Product or any modified version or derivative work of the SugarCRM Product created by or for Company, (b) provide the SugarCRM Product, or any modified version or derivative work of the SugarCRM Product created by or for Company, on a timesharing, service bureau or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the SugarCRM Product, (d) develop Forked Software, (e) copy any features, functions or graphics of the SugarCRM Product for any purpose other than what is expressly authorized in this Agreement, (f) use or modify the SugarCRM Product in any way that would subject the SugarCRM Product, in whole in or in part, to a Copyleft License, (g) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or malicious code, (h) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the SugarCRM Product, (i) use any intellectual property rights protected by applicable laws and contained in or accessible through the

SugarCRM Product for the purpose of building a competitive product or service or copying its features or user interface, (j) use the SugarCRM Product, or permit it to be used, for purposes of product benchmarking or other comparative analysis intended for publication without SugarCRM's prior written consent; or (k) use the SugarCRM Product to develop or enhance any (i) open source version of SugarCRM software (such as Sugar Community Edition), (ii) derivative works of any open source version of SugarCRM software, or (iii) any software code made to work with any open source version of SugarCRM software.

1.6. **Additional Restrictions On SugarCRM Hint.** SugarCRM Hint ("Hint") Hint provides access to certain data and information ("**Content**"), including Content regarding companies and/or individuals, which is licensed to SugarCRM from third parties. Content may only be used for purposes of internally evaluating the suitability of the Hint product for Company's internal business purposes. Certain Content may be a web site link to a third party web site. All title and intellectual property rights in and to the content of any third party web site that may be linked to or viewed in connection with Hint is the property of the respective third party content owner and may be protected by applicable copyright or other intellectual property rights. Any use by Company of the third party web site is subject to the terms and conditions provided by such third party, and no rights to the any third party web site are granted to Company. Company shall not (a) use the Content to determine a consumer's eligibility for (i) credit or insurance for personal, family or household purposes, (ii) employment, (iii) a government license or benefit, or (iv) any other purpose governed by the Fair Credit Reporting Act; (b) access or use Hint or the Content in order to build a similar or competitive service; (c) except as expressly permitted herein, resell, copy, reproduce, distribute, republish, download, display, post or transmit any part of Hint or the Content; (d) access Content through any means other than the Hint user interface; (e) attempt to access the Content via an API directly; (f) except to the extent SugarCRM provides the ability to automatically export data, mass export any of the Content from Hint or Sugar through automated means, including by way of example, calls to Hint or an associated API that are made more frequently than may reasonably be performed by a human user using a standard web browser; (g) modify or create derivative works based on the software, program code or user interfaces comprising Hint; (h) copy, frame or mirror Hint, other than copying or framing on Company's own intranets or otherwise for Company's own internal business purposes; or (i) reverse engineer Hint, or attempt to gain unauthorized access to the Hint service or its related systems.

1.7. **Suggestions.** Company may, from time to time, provide suggestions, enhancement or feature requests or other feedback to SugarCRM with respect to the SugarCRM Property (as defined below) or other SugarCRM products, services or related documentation (whether or not such is disclosed or delivered by SugarCRM to Company under this Agreement) (collectively, "**Feedback**"). Company agrees that all Feedback is and shall be given by Company entirely voluntarily. SugarCRM shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as

confidential by Company, shall not create any obligation of confidentiality for SugarCRM, unless SugarCRM expressly agrees so in writing.

2. Proprietary Rights and Data.

2.1. **Ownership.** SugarCRM owns all right, title and interest, including all intellectual property rights, in and to the SugarCRM Product, and all Modifications thereto (collectively, the “**SugarCRM Property**”). Company hereby does and will assign to SugarCRM all right, title and interest worldwide in the intellectual property rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by Company to SugarCRM, Company grants and agrees to grant to SugarCRM an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicenses) under Company’s intellectual property rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, SugarCRM retains all of its right, title and ownership interest in and to the SugarCRM Property, and no other intellectual property rights or license rights are granted by SugarCRM to Company under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of SugarCRM’s or its affiliates patents.

2.2. **Business Information; Company Data.** Company agrees to allow SugarCRM and its Affiliates to store and use Company business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business that is provided by Company to SugarCRM. Such information will be processed and used in connection with SugarCRM’s business relationship, and may be provided to contractors acting on SugarCRM’s behalf for uses consistent with SugarCRM’s business relationship. To the extent that (i) Company data is input into or resides in the SugarCRM Product as part of this evaluation (the “**Company Data**”) and (ii) the Company Data contains personal data about any living individual (“**Data**”), SugarCRM will process that Data only as a Data Processor acting on behalf of Company (as the Data Controller) and in accordance with the requirements of this Agreement.

2.3. **Company’s Compliance with Privacy Laws; Purpose Limitation.** Company will at all times comply in full with the requirements of any applicable privacy and data protection laws (including where applicable, European Union Directives 95/46/EC and 2002/58/EC and any national implementation(s) of them) to which it is subject as a Data Controller (“**Applicable Privacy Law(s)**”). SugarCRM will process the Data in accordance with Company’s instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes. Company agrees that any use of Hint or the Content by Company will be in compliance with Applicable Privacy Laws

2.4. **Usage Data.** In the course of providing Company with the services contemplated in the Agreement, SugarCRM may collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices the Company uses to access the SugarCRM Product or service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the “**Usage Data**”). Usage Data does not, however, include Company Data (as defined in Section 2.3). Company agrees that SugarCRM may process Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the SugarCRM products or services in order to: (a) maintain and improve the performance and integrity of SugarCRM products or services, (b) understand which SugarCRM products or services are most commonly deployed and preferred by customers and how customers interact with SugarCRM products or services, (c) identify the types of SugarCRM services that may require additional maintenance

or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable Company or any living individual to be identified.

2.5. **Regulated Data in Relation to Products.** The On-Demand service is not configured to receive and store certain types of government regulated, controlled or similarly restricted data (“**Regulated Data**”), including without limitation technical data controlled by International Traffic in Arms Regulations and personal health information under the Health Insurance Portability and Accountability Act. Neither Company nor any Subscription Users shall use the On-Demand version of the Product to store Regulated Data or provide access to or submit any Regulated Data to SugarCRM when requesting Support Services or otherwise. SugarCRM reserves the right to suspend or terminate the Subscription immediately if Company is found to be in violation of this Section.

3. Term and Termination.

3.1. **Term.** Unless a different period is specified in the Evaluation Order Form, this Agreement commences on the Effective Date and continues for a period of thirty (30) days thereafter (“**Evaluation Period**”), unless terminated sooner pursuant to Section 3.2. Additionally, the parties may agree in writing (which may be an email or other mutually agreed to formats) to extend the Evaluation Period, in which case, the Evaluation Period then means the new expiration date mutually agreed to by the parties.

3.2. **Termination.** Either party may terminate this Agreement at any time by providing a minimum of five (5) days written notice to the other party. Additionally, either party may terminate this Agreement if the other party: (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for five (5) days following written notice of the breach, or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

3.3. **Effect of Termination or Expiration.** Upon any expiration or termination of this Agreement, whichever occurs first, (a) the rights granted under this Agreement will be immediately revoked and SugarCRM may immediately deactivate Company’s evaluation account; (b) the Company Data will be deleted by SugarCRM from the SugarCRM Product (to the extent that the evaluation is conducted as an on-demand model only); and (c) the return or destruction of Confidential Information will be handled as contemplated in the final sentence of Section 4. If Company’s evaluation was conducted as an on-site model, then Company itself has the ability to export and remove the Company Data from the SugarCRM Product. Sections 1.5, 1.6, 1.7, 2, 3.3, 4, 5 and 6 survive termination or expiration of this Agreement.

4. **Confidentiality.** The parties acknowledge that in the course of performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party’s use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party’s Confidential Information, (iii) acquired by it from a third

party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of the SugarCRM Product are Confidential Information of SugarCRM or its licensors. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

5. Disclaimer of Warranties; Limitation of Liability.

5.1. **Disclaimer of Warranties.** THE SUGARCRM PRODUCT IS PROVIDED TO COMPANY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUGARCRM'S PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND SUGARCRM IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

5.2. **Limitation on Damages.** EXCEPT FOR A BREACH BY COMPANY OF SECTIONS 1.2, 1.5, 1.6 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL SUGARCRM'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE AMOUNT OF \$100.

6. General.

6.1. **United States Government Users.** The SugarCRM Product and related Modifications were fully developed at private expense and are commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the SugarCRM Product, related documentation, technical data, services, or any deliverable to the United States Government are specified in this Agreement. All other uses are prohibited and no ownership rights are conferred.

6.2. **Export Compliance.** Company acknowledges and agrees that the SugarCRM Product is subject to all applicable export control laws and regulations, including, without limitation, those of the United States Government. Company shall strictly comply with all applicable export control laws and regulations related to the SugarCRM Product, including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and all licenses and authorizations issued under such laws and regulations. Company agrees that it shall not, and shall cause its representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer, or disclose any

such SugarCRM Product, or any direct product thereof, to any prohibited or restricted destination, end-use or end-user, except in accordance with all relevant export control laws and regulations.

6.3. **Assignment.** Company cannot assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of SugarCRM. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 6.3 shall be void.

6.4. **Relationship of the Parties.** SugarCRM and Company are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

6.5. **Choice of Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions. Company and SugarCRM agree to submit to the personal and non-exclusive jurisdiction of the courts located in Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

6.6. **Attorney's Fees.** In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.

6.7. **Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to Company at the address Company provides, or, in the case of SugarCRM, when addressed to SugarCRM Inc., Attn. General Counsel, 10050 North Wolfe Road SW2-130, Cupertino, CA 95014 USA. Notices regarding the SugarCRM Product in general may be given by electronic mail to Company's e-mail address on record with SugarCRM.

6.8. **Entire Agreement; Other Terms.** This Agreement and any URLs referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails and/or agreements between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, the terms of this Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in any other order document (other than an Evaluation Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement, including any related Evaluation Order Form may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Company and SugarCRM. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

7. Definitions.

7.1. **"Affiliate"** means a company that is controlled by, under common control with or controlling a party during the period of such control.

7.2. **“Confidential Information”** means information that one party (the **“Disclosing Party”**) provides to the other party (**“Receiving Party”**) during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

7.3. **“Copyleft License”** means a software license that requires that information necessary for reproducing and modifying such software must be made available publicly to recipients of executable versions of such software (see, e.g., GNU General Public License and <http://www.gnu.org/copyleft/>).

7.4. **“Data Controller”** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by national or European Community laws or regulations, the controller or the specific criteria for his nomination may be designated by national or European Community law.

7.5. **“Data Processor”** means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

7.6. **“Evaluation Order Form”** means the document issued by SugarCRM Company that specifies the URL for Company’s evaluation

account to gain access to the SugarCRM Products, the user name and password and the evaluation account activation and expiration date.

7.7. **“Forked Software”** means modifications to any open source version of the Original Code to develop a separately maintained source code program (a) with features not present in the Original Code or (b) where modifications to the Original Code are not automatically integrated with the Original Code.

7.8. **“Modifications”** means any work based on or incorporating all or any portion of the SugarCRM Product, including, without limitation, modifications, enhancements and customizations to the SugarCRM Product developed by SugarCRM, Company, a third party on either such party’s behalf or any combination of such parties.

7.9. **“Original Code”** means SugarCRM Product source code.

7.10. **“Third-Party Software”** means online, web-based applications and offline software products that are developed by third parties, and may interoperate with the SugarCRM Product, the use of which software is governed by the applicable terms and conditions specified by such third party.