

Microsoft Office Enterprise Project Management Solution Partner Agreement

THIS MICROSOFT OFFICE ENTERPRISE PROJECT MANAGEMENT SOLUTION PARTNER PROGRAM ("**EPMCONNECT**") AGREEMENT ("**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL OR BUSINESS ("**COMPANY**") OFFERING THE SERVICES IDENTIFIED IN THE ACCOMPANYING MICROSOFT APPLICATION ("**APPLICATION**") AND MICROSOFT CORPORATION ("**MICROSOFT**"). THE COMPANY IS SUBMITTING THE APPLICATION FOR MICROSOFT'S CONSIDERATION IN DETERMINING, IN MICROSOFT'S SOLE DISCRETION, THE APPROPRIATENESS OF COMPANY'S PARTICIPATION IN THE EPMCONNECT PROGRAM, WHICH INCLUDES THE LISTING OF THE COMPANY'S WEB SITE, PRODUCTS, AND/OR SERVICES IDENTIFIED IN THE APPLICATION (COLLECTIVELY, THE "**SERVICE**") ON THE MICROSOFT ENTERPRISE PROJECT MANAGEMENT WEB PAGES ("**EPMCONNECT SITE**"). ANY REFERENCE HEREIN TO "YOU" OR "YOUR" MEANS YOU ON BEHALF OF THE COMPANY.

1. The Company must comply with the guidelines for EPMConnect (the "Program Guide") set forth on the EPMConnect Site
2. The Company may join EPMConnect at one of the participation levels set forth in the Program Guide. The term of this Agreement shall commence on the date that Company is accepted to EPMConnect and shall expire on 30th Sep 2009. This Agreement may be extended for additional sequential one-year terms by mutual written agreement of the parties.
3. Microsoft may discontinue EPMConnect at any time at Microsoft's sole discretion and has no obligation to guarantee or to provide any specified quantity of leads to the Company. Microsoft reserves the right to change this Agreement and/or the Program Guide at anytime without notice. If Microsoft makes a material change to this Agreement or the Program Guide, Microsoft will give the Company notice by email at the email address that the Company provided in the Application, as may be updated from time to time pursuant to Section 12(h) If the Company does not notify Microsoft of its intent to cancel this Agreement within 30 days after notice of any such change, the Company's continued participation in EPMConnect will constitute its consent to such changes and its agreement to be bound by them.
4. Microsoft may display the listing for the Service in any manner, arrangement, or order, including, but not limited to, according to end user rating. Microsoft may edit the listing information or content provided by the Company to Microsoft ("**Content**") for inclusion on the EPMConnect Site for style, grammar, length or to otherwise correct any mistakes or immaterial matters.
5. The Company hereby grants Microsoft all rights, including, but not limited to, the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, sublicense and reformat the Content necessary or desirable for Microsoft, in its sole discretion, to (A) include the Content, the Company and the Service on the EPMConnect Site and on the web sites located within office.microsoft.com and any other Microsoft Office related site on the Microsoft.com domain (collectively, the "**Office Sites**"), (B) promote the Service as part of the

EPMConnect Site or other Office Sites, including in print and other media and within all Microsoft Officebranded suites and applications, and (C) otherwise include the Company or the Service in EPMConnect. The Company will not issue any press release or other publicity relating to the Company's participation in EPMConnect without Microsoft's written consent, which may be given subject to adherence to certain guidelines. Microsoft is not required to include the Company name, Content, Service or other information in any press release or marketing activities, but may do so at its own discretion.

6. The Company has created a live web page (a "**Jump Page**") to describe the Service to end users of the EPMConnect Site. The Jump Page:

- o Works with Internet Explorer version 7.0 or later;
- o Prominently lists the name of the Service;
- o Clearly provides contact information for customer support;
- o Clearly provides the price of the Service;
- o Clearly provides instructions for using the Service;
- o Is designed so that (a) the "Back" button of the user's web browser returns the end user to the EPMConnect Site and (b) redirects do not prevent this functionality;
- o Contains no illegal, defamatory, discriminatory, obscene, infringing or otherwise inappropriate content; and
- o Contains the Logo (as defined below) only as a link to the EPMConnect Site.

7. During the term of this Agreement, the Company may use the Microsoft logo depicted in Section 8 below ("**Logo**"), subject to the terms and guidelines set forth in this Agreement. The Company acknowledges Microsoft's sole ownership of the Logo, and all associated goodwill, and that Microsoft retains all right, title, and interest in and to the Logo. All goodwill arising from use of the Logo by Company will inure to the sole benefit of Microsoft. The Company will not use the Logo in any manner that will diminish or otherwise damage Microsoft's goodwill in the Logo. The Company will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates Microsoft's rights in the Logo. Microsoft shall have the sole right to, and in its sole discretion may control any action concerning the Logo. Company agrees to fully correct and remedy any deficiencies in its use of the Logo, or the quality of the Jump Page containing the Logo, within a reasonable time upon receipt of notice from Microsoft. Microsoft reserves the right in its sole discretion to terminate or modify its consent for use of the Logo, or revise the Logo guidelines, at any time. Company shall immediately cease all use of the Logo upon written notice from Microsoft.

8. The Company's use of the Logo is subject to the following guidelines:



Enterprise Project Management Solution

A. The Company may not promote the URL of its Jump Page displaying the Logo unless and until its Application is approved by Microsoft. If its Application is not approved or if the

Company's listing is removed for any reason, the Company must immediately remove the Logo from the Jump Page.

B. The Company may only display the Logo on its Jump Page as an active link to the EPMConnect Site. The Company may not use the Logo on any other material or for any other purpose.

C. The Company web page title and other trademarks and logos must appear more prominently than the Logo. The Company may not display the Logo in any manner that implies affiliation with, sponsorship, endorsement, or license by Microsoft other than as a listing of the Service on the EPMConnect Site.

D. The Logo may not be included within any non-Microsoft trade name, business name, domain name, service or service name, logo, trade dress, design, slogan, or other trademark.

E. The Logo must appear by itself, with a minimum spacing (the height of the Logo) between each side of the Logo and other graphic or textual elements on the Jump Page. The Logo may not be used as a feature or design element of any other logo.

F. The Company may not alter the Logo in any manner, including size, proportions, colors, wording, design elements, and so on, or animate, morph, or otherwise distort its perspective or appearance.

G. The Company may not display the Logo on any site that disparages Microsoft or its services, infringes any Microsoft intellectual property or other rights, or violates any state, federal, or international law.

H. Microsoft reserves the right to take action against any use of the Logo that does not conform to these specifications, infringes any Microsoft intellectual property or other right, or violates other applicable law.

I. MICROSOFT DISCLAIMS ANY WARRANTIES THAT MAY BE EXPRESSED OR IMPLIED BY LAW REGARDING THE LOGO, INCLUDING WARRANTIES AGAINST INFRINGEMENT.

J. The Company must include the following notice at the bottom of its Jump Page containing the Logo: "The Microsoft Office logo is a trademark or registered trademark of Microsoft Corporation in the United States and/or other countries."

The Company will give Microsoft 60 days' notice before terminating or modifying the Service or Jump Page in any way, and may discontinue any listing for the Service under EPMConnect by e-mailing Microsoft at least 30 days prior to the requested discontinuance date at epmsup@microsoft.com. Sections 10 through 19 of this Agreement will survive termination.

The Company shall be solely responsible for any billing and end user support for the Service.

The Company shall indemnify, pay the defense costs of, and hold harmless Microsoft and its affiliates, suppliers, successors, officers, directors and employees from any and all investigations, proceedings, actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with the Service, including but not limited to (i) any claim for bodily injury, death, property or other damage to the extent caused by the Service, (ii) any claim that the Content, the Service or Jump Page infringes any copyright, patent, trade secret, trademark, or other legal right of any third party, or (iii) any claim that, if true, would constitute a breach of the representations, warranties or other terms set forth in this Agreement.

The Company hereby represents and warrants to Microsoft, as of the date hereof and continuing throughout the term of the Company's participation in EPMConnect and any listing of the Service on the EPMConnect Site and/or Office Sites, as follows:

A. You are (i) the person whose name is typed in the contact information section of the Application, (ii) at least 18 years of age, and (iii) the principal or an officer of the Company and authorized to bind the Company to the terms set forth herein;

B. The Company has all licenses required to operate its business and to provide the Service;

C. The Service, Content, and Jump Page comply with all applicable laws and do not and shall not infringe any copyright, patent, trademark, service mark, trade secret, or other proprietary right of any third party and will not breach any agreements with, or obligations to, any third party;

D. The Service contains no computer viruses, bugs, or other malicious code that may harm the computer hardware or software of an end user thereof or defeat any security measure of any computer, system or program;

E. The description and title of the Service is consistent with the services actually being offered by the Company;

F. The Service does not require software, products or services that directly compete with Microsoft Office;

G. All information supplied by the Company to Microsoft is true and accurate, including, without limitation, all information submitted as part of the Application;

H. Company will maintain its correct contact information by sending an email notifying the EPMConnect administrator of any changes to epmsup@microsoft.com;

I. Company meets and complies with the qualifications outlined in the Program Guide;

J. The Company will maintain the quality of the Service at a level that meets or exceeds standards of quality and performance generally accepted in the Company's industry;

K. The Company is a member in good standing of an industry standard online privacy organization and shall adhere to the information gathering, dissemination, privacy protection and other practices specified by such organization; and

L. The Service is designed to operate, and in fact does operate, with the latest version of Microsoft Office Project and will operate with any future released versions within 6 months of the release of such version.

MICROSOFT MAKES NO REPRESENTATIONS OR WARRANTIES TO THE COMPANY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE SERVICE, THE APPLICATION, THE EPMCONNECT SITE OR ANY OTHER MICROSOFT OR OFFICE WEB SITE, ANY SOFTWARE, DOCUMENTATION OR OTHER MATERIALS MADE AVAILABLE BY MICROSOFT, OR OTHERWISE IN CONNECTION WITH THE PROGRAM GUIDE, EPMCONNECT OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. ALL SOFTWARE, DOCUMENTATION, WEBSITES, AND OTHER MATERIALS PROVIDED BY MICROSOFT ARE PROVIDED "AS IS." MICROSOFT MAKES NO REPRESENTATION THAT THE OPERATION OF ANY OF ITS WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER MICROSOFT NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, REGARDLESS OF WHETHER MICROSOFT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

Microsoft may audit Services and listings of the Company and, if Microsoft finds that the Company or anyone affiliated with the Company is purposely providing Services in a manner inconsistent with the description set forth in the Application, harmful to end users, or in violation of privacy standards or the representations, warranties or other terms of this Agreement or the Program Guide, Microsoft may pursue remedies against the Company directly or on behalf of end users.

This Agreement is governed by the laws of the State of Washington, without regard to conflict of laws, and Company agrees to exclusive jurisdiction and venue in the federal and state courts of King County, Washington. The Company waives all defenses of lack of personal jurisdiction and forum non conveniens and agrees that service of any process, summons, notice or documents by registered mail to the Company's address set forth in the Application shall be effective service of process for any action, suit or proceeding.

Nothing in this Agreement shall confer on either party exclusive rights relative to the other party or to third parties and nothing shall be construed as restricting either party's ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license, develop, manufacture or distribute for the party, similar Content, Services, or technology

performing the same or similar functions as the Content, Services, or technology contemplated by this Agreement, or to market and distribute such similar technology in addition to, or in lieu of, the Content, Services, or technology contemplated by this Agreement.

The Company will not represent itself to be a representative, agent, or employee of Microsoft and Microsoft will not be liable by reason of any representation, act or omission to act by the Company. No joint venture, partnership, employment, or agency relationship exists between the Company and Microsoft as a result of this Agreement. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. All rights not expressly granted are reserved by Microsoft.

THIS IS A LEGAL AGREEMENT BETWEEN THE COMPANY AND MICROSOFT CORPORATION, AND MAY NOT BE ASSIGNED OR DELEGATED BY THE COMPANY.

If you do not have print capability or otherwise desire to obtain a hard copy of this Agreement, please send an email to epmsup@microsoft.com requesting a hard copy.

This Agreement is the entire agreement between the Company and Microsoft relating to EPMConnect and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter hereof.

BY CLICKING THE "I ACCEPT" BUTTON, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF OR ON BEHALF OF THE COMPANY TO MICROSOFT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN EPMCONNECT.