

## **MANAGEMENT TECHNOLOGY CONSULTING, LLC CRM MANAGED SOLUTION END USER LICENSE AGREEMENT (EULA)**

**Important – Read Carefully.** This End User License Agreement (“Agreement”) is a legal and binding contract between the End User and Management Technology Consulting, LLC (“MTC”) and its Original Equipment Manufacturer partner(s) (“OEM”) for the CRM Managed Solution software product purchased from MTC. (“Product”), which includes computer software and may include printed materials, and online or electronic documentation. By installing, copying, or otherwise using the Product, End User agrees to be bound by the terms of this Agreement. If End User does not agree to the terms of this Agreement, do not install or use this Product.

This Agreement is for the purchase of a license for use of the Product. All title and copyright to the Product remain with MTC and its OEM partner(s). Unauthorized copying of Product or failure to comply with the provisions of this Agreement will result in automatic termination of this Agreement and will make available to MTC and its OEM partner(s) all legal remedies.

**IN THE EVENT OF LICENSE TERMINATION, ALL MATERIALS, DATABASES, AND DOCUMENTATION MUST BE IMMEDIATELY RETURNED TO MTC AT THE ADDRESS PROVIDED AT THE END OF THIS AGREEMENT.**

1. End-User represents and warrants that it is authorized and empowered to enter into this Agreement. MTC represents and warrants that it is authorized and empowered to grant the rights hereinafter set forth.
2. MTC and its OEM partner(s) hereby grants End User a non-exclusive, non-transferable right to use the Product subject to the use restrictions and limitations set forth in Section 5 and Section 6 below.
3. MTC shall provide End User a downloadable Microsoft CRM Managed Solution of the Product for a test/lab environment, one for development, and one for production.
4. End-User acknowledges that the Product is confidential, proprietary material owned and copyrighted by MTC. End User agrees that MTC and its OEM partner(s) shall retain exclusive ownership of the Product including all literary property rights, patents, copyrights, trademarks, trade secrets, trade names, and service marks, including goodwill, and that MTC may enforce such rights in the event End User violates the terms of this Agreement.
5. The Product is intended for use solely by End User for their own internal purposes. This Agreement authorizes use of the Product on a single Production CRM Organizational Unit, which shall mean a single Organizational Unit licensed and paid for by End User. End User agrees not to copy, modify, sub-license, assign, transfer or resell the Product, in whole or in part. End User agrees not to translate, reverse engineer, decompile, disassemble, or make any attempt to discover the source code of the Product (except and only to the extent applicable law prohibits such restrictions). End User further agrees not to download/upload the Product, in whole or in part, to another company, individual, or CRM Organizational Unit or to establish a network, place data on the Internet, or offer a service bureau utilizing the Product. End User agrees to restrict access to the Product to designated employees and to use its reasonable efforts to prevent violation of these restrictions by agents, employees and others, taking such steps and reasonable security precautions as may be necessary.
6. End User agrees to pay MTC an annual maintenance and support fee (“Annual Fee”). The terms of this Agreement renew with the payment of the Annual Fee. If End User fails to pay the Annual Fee, End User’s license for use of the Product shall terminate immediately. End User or MTC may terminate this Agreement at any time with written thirty (30) days’ notice. Such notice shall be delivered to the party at the address provided in this Agreement. Within thirty (30) days after termination of the Agreement, End-User shall verify in writing via email that they have removed the managed solution product from the Microsoft Dynamics CRM instance. Continued use of the Product or any information contained therein or supplied under this Agreement after termination of this Agreement is expressly prohibited.

7. This Agreement entitles End User to one (1) year of maintenance and support ("Annual Maintenance") of the Product at no cost to End User. Maintenance includes the latest version and any updates to the Product at no charge during the first year of the Agreement. Future years of Annual Maintenance must be purchased at a fee equal to 25% of the original purchase price of the Product. MTC will notify End User by email of the Annual Maintenance renewal time, facilitate collection of fee, and assure the latest version and updates of Product are provided to End User. All updates provided by MTC to End User shall be considered part of the Product and subject to the terms and conditions of this Agreement. Additional license terms may accompany updates. By installing, copying, or otherwise using any update, End-User agrees to be bound by this Agreement and any terms accompanying each such update. If End User does not agree to the additional license terms accompanying such updates, End User shall notify MTC immediately in writing, and not install, copy, or otherwise use such updates.

8. End User agrees that MTC may collect and use technical information End User provides solely as a part of support services related to the Product.

9. End-User acknowledges that the Product is of U.S. origin and agrees to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

10. MTC REPRESENTS THAT THE PRODUCT DOES NOT VIOLATE OR INFRINGE ANY PATENT, TRADEMARK, TRADE SECRET, COPYRIGHT, OR SIMILAR RIGHT. IN THE EVENT THE PRODUCT IS HELD TO INFRINGE THE RIGHTS OF ANY THIRD PARTY, MTC SHALL HAVE THE OPTION EITHER TO PROCURE THE RIGHT FOR THE END USER TO CONTINUE USING THE PRODUCT OR, AT MTC'S EXPENSE, TO REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT. MTC WARRANTS THAT THE PRODUCT WILL CONFORM TO THE DESCRIPTION THEREOF IN THE DOCUMENTATION ACCOMPANYING THE PRODUCT. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, MTC AND ITS OEM PARTNER(S) MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OF THE PRODUCT, THE MERCHANTABILITY AND FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. FURTHER, MTC DOES NOT WARRANT THE COMPATIBILITY OF THE PRODUCT WITH END USER'S COMPUTER HARDWARE AND/OR SOFTWARE SYSTEM.

11. MTC will indemnify, defend, and hold harmless End User and End User's directors, officers, employees, stockholders, and agents against any claim or demand made by any third party alleging that the Product infringes or misappropriates any patent, copyright, trademark, trade secret, or other proprietary right belonging to such third party ("Third Party Claim") and MTC will pay any and all liabilities, losses, costs, damages, expenses, and reasonable attorney's fees that result from any such Third Party Claim.

12. Under no circumstances shall End User, MTC or its OEM Partner(s) be liable for any indirect, special or consequential damages of any kind, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction or any and all other commercial damages or losses.

13. MTC may terminate this Agreement at any time if End User fails to comply with the terms and conditions of this Agreement, and MTC may obtain injunctive relief and may enforce any other rights and remedies to which it may be entitled in order to protect and preserve its proprietary rights.

**CONFIDENTIALITY NOTICE** - The information contained in this document is confidential and proprietary. This document is to be used with the understanding that it will be held in strict confidence and not used for reasons unrelated directly to the specific purpose of this document. No part of the document may be circulated or reproduced for distribution outside the Client organization without prior written permission from MTC

14. This Agreement is the complete and exclusive statement of the understanding between the parties, with respect to the subject matter, superseding all prior agreements, representations, statements and proposals, oral or written.

