

End User License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN POWERTEAM INC. DBA POWEROBJECTS (THE "COMPANY") AND THE PERSON WHO SUBSCRIBES TO THE SOLUTION(S) PROVIDED WHICH ACCOMPANIES THIS AGREEMENT (THE "USER"). THIS AGREEMENT GIVES THE USER THE RIGHT TO ACCESS AND USE THE COMPANY'S SOLUTION(S) THAT ARE SUBSCRIBED TO FROM THE COMPANY. THE COMPANY WILL CHARGE FOR EVERY MICROSOFT CRM USER DEPLOYED IN THE USER'S CRM SYSTEM. THE COMPANY IS WILLING TO GRANT A USER THE RIGHT TO ACCESS AND USE THE COMPANY'S SOLUTION(S) ONLY IF THE USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT, AND PAYS OR HAS PAID THE COMPANY, THE FULL SUBSCRIPTION PRICE FOR USE OF THE LICENSE TO WHICH THE USER HAS SUBSCRIBED. THE PRICE FOR THE SOLUTION(S) IS PER USER AND MUST BE LICENSED FOR ALL INDIVIDUALS IN THE USER'S CRM SYSTEM.

BY CLICKING THE "I AGREE" BUTTON BELOW AND ACCESSING THE SERVICE, THE USER ACKNOWLEDGES THAT THE USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, THE USER SHOULD NOT ACCESS OR OTHERWISE UTILIZE THE PRODUCTS BECAUSE NO LICENSE SHALL HAVE BEEN GRANTED THERETO.

1. LICENSE. In consideration of the payment of the subscription price for the right to use the Company's solutions, and the User's adherence to all provisions of this Agreement, the Company grants the User a personal, non-exclusive, non-transferable license to access and use the Company's solutions.

2. RESTRICTIONS. User may not copy, modify, or transfer the solution to others, in whole or in part, except as expressly provided in this Agreement. The solution contains trade secrets of the Company, and the User may not reverse engineer, disassemble, decompile, or translate the solutions, or otherwise attempt to derive its source code or the source code through which the solution is accessed, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the User, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void. The User may not rent, lease, loan, resell, or distribute the solution or any part thereof in any way including, but not limited to, making the solution available to others via shared access to a single computer, a computer network, or by sharing access information, which includes the User's Username and Password.

3. OWNERSHIP. The Company's solutions are the property of the Company, if any, and subject to applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The solutions are

licensed, not sold, to the User for use only under the terms of this Agreement, and the Company reserves all rights not expressly granted to the User.

4. TERM. User must subscribe to service each month. Renewal of monthly subscription will be automatic until User communicates in writing the desire to terminate the subscription. Charge is paid at the beginning of each month and will be paid by credit card only. Company will process User credit card for each solution subscribed charging for all User subscribed solutions until the last day of the current month. If the credit card transaction fails the solutions will expire. This Agreement and license granted herein will terminate at the end of the last day of the month subscribed and for which payment has been received in full unless credit card payment is processed for service(s).

5. TERMINATION. This Agreement will terminate immediately if the User breaches any term of this Agreement. Further, in the event of a termination or expiration of any agreement between the Company, the User's right to access and use the solutions may also terminate or expire without prior notice to User. A User may terminate this Agreement at any time by notifying the Company in writing or phone call prior to the 1st of the month (payment processing). Or a user can terminate by going into the solution and "Unsubscribe". Upon receipt of notice of termination from the User, the license and the User's access to the solutions(s) shall expire on the last day of the month.

6. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY'S SOLUTION(S) ARE PROVIDED "AS IS" AND THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, FOR THE SOLUTION(S) AND ANY OTHER MATERIAL PROVIDED TO THE USER BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT THAT THE SOLUTION(S) ARE ERROR-FREE, THAT THEIR OPERATION WILL BE UNINTERRUPTED, OR THAT SOLUTION(S) WILL MEET ANY PARTICULAR USER REQUIREMENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY AND PROVIDES NO ASSURANCE THAT THE SOLUTION(S) WILL MEET CERTIFICATION REQUIREMENTS OF ANY REGULATORY AUTHORITY OR OTHER ASSOCIATION LICENSING AGENCY, WITHIN OR OUTSIDE OF THE UNITED STATES.

7. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Minnesota as those laws are applied to contracts entered into, and to be performed entirely in Minnesota by Minnesota residents. Any legal suit, action or proceeding arising out of, or relating to this Agreement, shall be commenced in a federal court in Minneapolis, Minnesota or in state court in Hennepin County, Minnesota, and each party hereto irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and waives any right which it may have to transfer or change the venue of any such suit, action or proceeding, except that in connection with any suit, action or proceeding

commenced in a state court, each party retains the right to remove such suit, action or proceeding to federal court to the extent permissible.

8. WAIVER. No failure to enforce any term of this Agreement shall constitute a waiver of such term in the future unless such waiver so provides by its terms.

9. SEVERABILITY. If any part of this Agreement is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and same shall remain in effect.