

Bamboo Solutions Customer License Agreement

Effective Date: May 1, 2010

The Customer License Agreement and the End User License Agreement below applies to all Customers and Users of Bamboo Web Parts and is incorporated in the Apptix End User Agreement as referenced in Section 26 under Additional Terms for Bamboo Solutions.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND BAMBOO SOLUTIONS CORPORATION (BAMBOO) FOR THE BAMBOO SOLUTIONS SOFTWARE AND ASSOCIATED MEDIA AND PRINTED MATERIALS, AND MAY INCLUDE ONLINE OR ELECTRONIC DOCUMENTATION SOFTWARE PRODUCT OR SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING BAMBOO SOLUTIONS SOFTWARE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE SOFTWARE LICENSE AND DISCLAIMER OF SOFTWARE WARRANTY BELOW. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT INSTALL THE SOFTWARE.

1. GRANT OF LICENSE; SOFTWARE USE RESTRICTIONS.

In consideration for your payment of any applicable license fee for the Software, Bamboo Solutions hereby grants to you a personal, non-transferable (except as expressly provided in Section 4 below) and non-exclusive right to use and execute the SOFTWARE on a single computer, without right to sublicense the SOFTWARE. Under no circumstance may you store, use or allow the use of the SOFTWARE in any manner on more than one computer at a time. You agree that you will not reverse engineer, decompile or disassemble any portion of the SOFTWARE. If you dispose of any media or apparatus containing SOFTWARE, you will ensure that you have completely erased or otherwise destroyed any SOFTWARE contained on such media or stored in such apparatus. Except as expressly provided in Section 4 below, you may not distribute, lease, transfer for profit, loan or otherwise convey the SOFTWARE or any portion thereof to anyone.

2. COPYING RESTRICTIONS.

In order to effect your license rights hereunder, you may install the SOFTWARE by copying it onto the hard disk drive or into the CPU memory of a single computer for use thereon, and you may make full or partial copies of the SOFTWARE, but only as necessary for backup or archival purposes. You agree that (i) your use and possession of such copies shall be solely under the terms and conditions of this Agreement, and (ii) you shall place the same

proprietary and copyright notices and legends on all such copies as included by Bamboo Solutions on the media containing the authorized copy of the SOFTWARE originally provided.

3. OWNERSHIP OF SOFTWARE AND MEDIA.

You agree and acknowledge that Bamboo Solutions transfers no ownership interest in the SOFTWARE, in the intellectual property in any SOFTWARE or in any SOFTWARE copy, to you under this Agreement or otherwise, and that Bamboo Solutions and its licensors reserve all rights not expressly granted to you hereunder. After you pay any applicable license fees and/or the purchase price of the applicable Bamboo Solutions, you will own the media on which the SOFTWARE was originally provided to you hereunder and on which you subsequently copy the SOFTWARE, but Bamboo Solutions and its licensors shall retain ownership of all SOFTWARE and copies of the SOFTWARE or portions thereof embodied in or on such media.

4. TRANSFER RESTRICTIONS.

If you transfer ownership of the SOFTWARE you may transfer the SOFTWARE and all licenses and rights in the SOFTWARE granted to you under this Agreement to the transferee provided that: (i) such transferee agrees in writing to accept the terms and conditions of this Agreement, and (ii) you also transfer all SOFTWARE, including all copies thereof, to such transferee. Except as provided in this Section, you may not sublicense, transfer or assign this Agreement or any of your rights or obligations under this agreement, in whole or in part.

5. EXPORT RESTRICTIONS.

You agree that you will not export or re-export, directly or indirectly, to Albania, Bulgaria, Cambodia, Cuba, Estonia, Laos, Latvia, Libya, Lithuania, Mongolian People's Republic, North Korea, Poland, Romania, the Commonwealth of Independent States, Vietnam, China (P.R.C.) or Afghanistan (i) technical data of the SOFTWARE that you received under this Agreement, or (ii) the direct product of such technical data or SOFTWARE, if such direct products are commodities, software or technical data described on the Control List with a letter A following the respective Export Control Numbers published by the U.S. Department of Commerce. The foregoing obligations will apply to you unless (a) the Export Administration of the U.S. Department of Commerce explicitly permits the export or re-export of such technical data or SOFTWARE, or (b) the Office of Export Licensing of the U.S. Department of Commerce has granted authorization to you in writing for the export or re-export of such technical data or SOFTWARE. Your obligations under this Section shall survive any termination of this Agreement.

6. ENFORCEMENT OF TERMS; TERMINATION.

If you fail to fulfill any of your material obligations under this Agreement, Bamboo Solutions and/or its licensors may pursue all available legal remedies to enforce this Agreement, and Bamboo Solutions may, at any time after your default of this Agreement, terminate this Agreement and all licenses and rights granted to you under this Agreement.

You agree that Bamboo Solutions licensors referenced in the SOFTWARE are third-party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. You further agree that, if Bamboo Solutions terminates this Agreement for your default, you will, within thirty (30) days after any such termination, deliver to Bamboo Solutions or render unusable all SOFTWARE originally provided to you hereunder and any copies thereof embodied in any medium.

7. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with Virginia law, excluding its choice of law rules. U.S. GOVERNMENT USERS. If the SOFTWARE is acquired by or on behalf of an entity of government of the United States of America, the following provision applies: U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure of SOFTWARE by the Government is subject to restrictions as set forth in FAR 52.227.19(c)(2) or subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer SOFTWARE clause at DFARS 252.227.7013 and/or in similar or successor clauses in the FAR or the DOD or NASA FAR Supplement. Unpublished rights reserved under the Copyright Laws of the United States. Contractor/manufacturer is Bamboo Solutions Corporation.

8. DISCLAIMER OF SOFTWARE WARRANTY.

BAMBOO SOLUTIONS PROVIDES THE SOFTWARE TO YOU AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY BAMBOO SOLUTIONS EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR WILL CREATE A WARRANTY FOR THE SOFTWARE, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

9. INTELLECTUAL PROPERTY RIGHTS PROTECTION.

If any third party brings a suit against you that is based on a claim that the SOFTWARE, solely as furnished to you under this Agreement, constitutes direct infringement of any patent issued by, or copyright registered in, the United states, Bamboo Solutions shall defend such suit or proceeding and shall pay any damages and costs finally awarded therein against you with respect to such matter, provided that you promptly inform Bamboo Solutions of any such claim, furnish Bamboo Solutions with a copy of each communication, notice or other action relating to the alleged infringement and give Bamboo Solutions the Authority, information and assistance necessary to settle, compromise or litigate such suit or proceeding. Following notice of a claim or a threatened or actual suit, Bamboo Solutions may, without obligation to do so, at Bamboo Solutions sole option: (a) procure for you the right to continue to use the SOFTWARE as furnished, (b) replace or modify the SOFTWARE to make it non-infringing, or (c) discontinue your license for the SOFTWARE and refund to you any license fee that you paid for it, less a reasonable value for use, determined by prorating such license fee on the basis of a thirty-six (36) month straight line depreciation method,

applied to the period of actual use. Bamboo Solutions shall not be obligated to defend or be liable for costs and damages if the infringement or claim thereof arises out of: (i) use or combination of SOFTWARE with products or data not provided by Bamboo Solutions, (ii) use of other than the latest unmodified release of SOFTWARE made available to you by Bamboo Solutions if such infringement would have been avoided by the use of such release of SOFTWARE, (iii) modification of the SOFTWARE by anyone by Bamboo Solutions, (iv) use of SOFTWARE after receiving notice, or having reason to believe, that SOFTWARE infringes a patent or copyright of a third party, or (v) a claim based on any portion of the Windows(r) software that may be included with SOFTWARE. THE FOREGOING STATES YOUR EXCLUSIVE REMEDY AND BAMBOO SOLUTIONS ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OF ANY PATENT OR COPYRIGHT BY SOFTWARE, AND BAMBOO SOLUTIONS SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OTHER INTELLECTUAL PROPERTY RIGHT.

10. LIMITATION OF LIABILITY.

IN NO EVENT SHALL BAMBOO SOLUTIONS OR IT LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL, OR PROPERTY DAMAGE), WHETHER OR NOT BAMBOO SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BAMBOO SOLUTIONS LIABILITY ARISING OUT OF THIS SOFTWARE LICENSE AGREEMENT AND/OR YOUR USE OR POSSESSION OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE FOR THE SOFTWARE PROVIDED UNDER THIS AGREEMENT.

11. LAWS GOVERNING WARRANTIES AND LIABILITY

The law(s) of a jurisdiction may define the scope of warranty to be provided for products or the manner in which a supplier's liability may be limited, and such law(s) shall govern this Agreement only to the extent a party protected by such law(s) cannot waive the protection thereof by contract. In the U.S. and other countries, some states, territories or other principalities do not allow the limitation or exclusion of liability for incidental or consequential damages, or allow the exclusion of implied warranties, so the limitation and exclusion above may not apply to you, and you may have other rights that vary from state, territory or principality to state, territory or principality

APPTIX - BAMBOO END-USER SUBSCRIPTION AND SERVICES AGREEMENT

1.0 DEFINITIONS 1.1 "Agreement" means this Subscription and Services Agreement. 1.2 "Customer" means the subscriber entity submitting an Order Instrument. 1.3 "Customer Data" means data or information that Customer

enters or inputs into the Solution. 1.4 "Order " means (a) a subscription order or Services order completed and submitted by Customer through Bamboo's online subscription ordering system or (b) a Bamboo order form, Customer purchase order, or SOW (as defined below) that has sufficient details for Bamboo to fulfill Customer's order and has been accepted by Bamboo. 1.5 "Bamboo" means Bamboo Solutions Corporation and Bamboo Systems Group, Inc. DBA Bamboo Solutions Corporation 1.6 "Services" means consulting services provided by Bamboo. 1.7 "Solution" means Bamboo online software applications provided by Bamboo to Customer via the internet and identified on the Order Instrument, including any modifications, corrections, and updates. 1.8 "User" means an individual authorized by Customer to use the Solution, pursuant to Customer's subscription, and who possesses a valid and unique User ID and password with which to access the Solution. 1.9 "User Guide" means the online user guide for the Solution, accessible via <http://www.Bamboo.com>, as updated from time to time. 2.0 GRANT OF LICENSE; USE OF THE SOLUTION; SERVICES 2.1 License Grant. Subject to the terms and conditions of this Agreement, Bamboo grants to Customer a time-limited, non-exclusive, non-transferable subscription license to access and use the Solution via the internet, during the Initial Term and any Renewal Terms. 2.2 Use Guidelines and Restrictions. Customer shall ensure that the User ID and password that Bamboo or Aptix assigns to each User will be used only by that individual and not shared with any other employee, agent, or contractor of Customer, or any third party. Customer may only use the Solution for its internal business operations and to process its own data. Customer shall not, and shall ensure that Users do not, copy any software from the Solution. Customer shall not (a) permit any third parties, or non-licensed organizations or individuals within Customer, to use the Solution; (b) process or permit to be processed any data that is not Customer's data; (c) use the Solution in the operation of a service bureau; (d) sublicense, rent, or lease the Solution to a third party; or (e) attempt to gain unauthorized access to the Solution or its related systems or networks. Customer is responsible for all activities that occur in User accounts and for the Users' compliance with this Agreement. Customer agrees to comply with all applicable local, state, and federal laws and regulations in connection with the use of the Solution including, without limitation, those related to privacy, electronic communications, and anti-spam legislation. Customer shall not use the Solution in any way that is unlawful, harassing, libelous, defamatory, threatening, or fraudulent. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. 2.3 Third Party Software. Customer acknowledges that software provided by third party vendors ("Third Party Software") may be embedded in the Solution. The terms of this Agreement and any other terms that Bamboo may specify shall apply to such Third Party Software, and the Third Party Software vendors shall be deemed third party beneficiaries under this Agreement. Customer may only use the Third Party Software as part of the Solution and in accordance with this Agreement. 2.4 Evaluation License. This Section 2.4 applies if Bamboo has provided the Solution to Customer for evaluation purposes. Bamboo grants to Customer a thirty (30) day, limited license solely for the purpose of internal evaluation. Customer is strictly prohibited from using the Solution for any production purpose or any purpose other than the sole purpose of determining whether to purchase a commercial license for the Solution that Customer is evaluating. CUSTOMER ACKNOWLEDGES THAT THE SOLUTION, WHEN PROVIDED FOR EVALUATION MAY (A) HAVE LIMITED FEATURES; (B) FUNCTION FOR A LIMITED PERIOD OF TIME; OR (C) HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SOLUTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Bamboo IS PROVIDING THE SOLUTION FOR EVALUATION ON AN "AS IS"

BASIS, AND Bamboo DISCLAIMS ANY AND ALL WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT), LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. In the event of any conflict between this Section 2.4 and any other provision of this Agreement, this Section 2.4 will prevail and supersede such other provision with respect to the Solution when provided for evaluation purposes.

2.5 Consulting Services. In the event that Customer orders Services, Bamboo shall provide the Services set forth in a mutually agreed Statement of Work ("SOW"), this Agreement will be deemed incorporated into the SOW. In the event of any conflict between the terms of an SOW and this Agreement, this Agreement will prevail unless the SOW expressly states that it supersedes the applicable provisions of this Agreement.

3.0 PROPRIETARY RIGHTS

3.1 Solution. Bamboo retains all right, title, and interest in and to the Solution and all improvements, enhancements, modifications, and derivative works of the Solution, including, without limitation, all patent, copyright, trade secret, trademarks, and other intellectual property rights. Customer shall not, and shall ensure that Users do not (a) copy, modify, translate, disassemble, decompile, or reverse-engineer the Solution; (b) create derivative works of the Solution; or (c) access the Solution in order to develop a competitive product or service. Except as otherwise expressly provided, Bamboo grants no rights under this license, either express or implied, to any of Bamboo's patents, copyrights, trade secrets, trademarks, or other intellectual property.

3.2 Customer Data. Customer retains all right, title, and interest in and to the Customer Data. Customer grants to Bamboo a perpetual royalty-free license to use or incorporate into the Solution any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Users relating to the operation of the Solution.

3.3 Services. Any pre-existing work or Confidential Information (as defined below) of Bamboo that is used in the performance of Services or included in any work product, including, without limitation, software, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property (collectively, "Bamboo Information"), will remain the exclusive property of Bamboo. In addition, any functionality or workflows that are already contained in Bamboo's software or developed during the performance of Services ("Reusable Concepts") will remain the exclusive property of Bamboo. Any derivative works of Bamboo Information or Reusable Concepts shall vest in and be the exclusive property of Bamboo.

4.0 ORDERS; SUBSCRIPTION TERM; PAYMENT

4.1 Orders and Term. Customer may subscribe to the Solution by submitting an Order to Aptix. Customer agrees to pay to Aptix the total fees, which are billed and payable as provided in the Aptix Services Agreement. The initial term ("Initial Term") of this Agreement, the number of Users, and the subscription fees will be specified in the Order. Fees are based on the number of subscribing Users, servers employed, or per company per month depending upon the specific solution licensed. The number of Users cannot be decreased during a subscription term.

4.2 Additional Users. Customer may add additional Users by issuing an Order, which will be subject to Aptix approval. A User account and its associated User ID and password is for use solely by a single designated User and cannot be shared or used by more than one individual, but may be reassigned to a new User to replace a former User who has permanently stopped using the Solution. The Order adding additional Users will specify whether (a) the term of the additional User subscriptions will be coterminous with the expiration of the subscription term in effect at the time of the order or (b) the term for all User subscriptions will be extended and the length of such extension. The fees for the additional User subscriptions will be stated in the Order. Fees for additional User subscriptions added during a month will be charged for that month in full.

4.3 Automatic Renewal. At

the completion of the Initial Term, Customer's subscription shall renew automatically and continue in full force and effect for the Term set forth in the Apptix Services Agreement (each period a "Renewal Term") unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or then current Renewal Term. Pricing for any Renewal Term is subject to change.. 4.4 Invoice and Payment. Upon receipt of an Order and commencement of the Initial Term or a Renewal Term, Customer shall, as applicable, (a) have a designated credit card charged for the subscription fee; (b) be invoiced in advance for the subscription fee; and/or (c) pay Apptix the fees for Services as set forth in the Apptix Services Agreement. 4.5 Refund Policy. Except as expressly provided herein, all payment obligations are non-cancelable and all sums paid are non-refundable. 4.6 Taxes and Duties. Amounts payable under this Agreement are payable in full without deduction and are net of taxes and customs duties. Customer shall be responsible for the payment of all taxes (including, without limitation, sales, use, privilege, ad valorem, excise tax, any VAT, or other withholdings imposed on this transaction) paid or payable, however designated, levied, or based on amounts payable, or on Customer's subscription, but exclusive of United States federal, state, and local taxes based on Apptix net income. 5.0 TERMINATION 5.1 Default; Bankruptcy. Either Bamboo or Apptix may, at their option, suspend accepting further Orders, terminate one or more pending Orders, suspend Customer's access to the Solution, suspend the performance of Services, or terminate this Agreement if (a) Customer fails to pay any amount when due under this Agreement and does not cure such non-payment within ten (10) days of receipt of notice of non-payment; (b) Customer breaches this Agreement and does not cure such breach within thirty (30) days of receipt of notice of such breach; (c) subject to provisions of applicable bankruptcy and insolvency laws, Customer becomes the subject of any involuntary proceeding relating to insolvency and such petition or proceeding is not dismissed within sixty (60) days of filing; or (d) Customer becomes the subject of any voluntary or involuntary petition pursuant to applicable bankruptcy or insolvency laws, or request for receivership, liquidation, or composition for the benefit of creditors and such petition, request or proceeding is not dismissed within sixty (60) days of filing. 5.2 Effect of Termination; Return of Customer Data. Termination of this Agreement will not relieve Customer of any obligation to pay to Bamboo all fees accrued or payable prior to the effective date of termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Solution. Upon a request made by Customer within thirty (30) days after the effective date of termination, Apptix shall make available to Customer a file of Customer Data for download. After such thirty (30) day period, Bamboo or Apptix shall have no obligation to maintain or provide any Customer Data. Thereafter, unless legally prohibited, Apptix shall delete all Customer Data in its systems or otherwise in its possession. 6.0 LIMITED WARRANTY 6.1 Warranty. Bamboo warrants that the Solution will perform substantially in accordance with the User-Guide. If the Solution does not operate as warranted and Customer has provided written notice of the non-conformity to Apptix and Bamboo, Bamboo shall at its option (a) repair the Solution; (b) replace the Solution with software of substantially the same functionality; or (c) terminate the subscription license for the nonconforming Solution. In such case, Bamboo shall refund on a pro rata basis, the applicable prepaid and unused fees received by Bamboo from Apptix for the nonconforming Solution. Any refund by Apptix to Customer shall be in accordance with the Apptix Services Agreement. The foregoing warranty specifically excludes defects in or non-conformance of the Solution resulting from (a) use of the Solution in a manner not in accordance with the User Guide; (b) modifications or enhancements to the Solution made by or on behalf of Customer; (c) combining the Solution with products, software, or devices not

provided by Bamboo; or (d) Customer computer hardware malfunctions, unauthorized repair, accident, or abuse. In the event that Bamboo has provided Services to Customer, Bamboo warrants, for a period of thirty (30) days from the date of performance, that the Services described in the SOW were performed in a good and workmanlike manner and in accordance with generally accepted industry standards.

6.2 Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND Bamboo EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT. Bamboo DOES NOT WARRANT THAT THE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE.

7.0 INDEMNIFICATION

7.1 Infringement. Bamboo shall defend any claim against Customer that the Solution infringes any intellectual property right of a third party, provided that the third party is located in a country that is a signatory to the Berne Convention, and shall indemnify Customer against any and all damages finally awarded against the Customer by a court of final appeal, or agreed to in settlement by Bamboo and attributable to such claim, so long as Customer (a) provides Bamboo prompt written notice of the claim; (b) provides Bamboo all reasonable assistance and information to enable Bamboo to perform its duties under this Section 7; (c) allows Bamboo sole control of the defense and all related settlement negotiations; and (d) has not compromised or settled such claim. If the Solution is found to infringe, or if Bamboo determines in its sole opinion that it is likely to be found to infringe, then Bamboo may, at its option (i) obtain for Customer the right to continue to use the Solution; (ii) modify the Solution to be non-infringing or replace it with a non-infringing functional equivalent, in which case Customer shall stop using any infringing version of the Solution; or (iii) terminate Customer's rights and Bamboo's obligations under this Agreement with respect to such Solution and refund to Customer any prepaid amounts for the remaining portion of the then current subscription term. The foregoing indemnity shall not apply to any infringement resulting from (A) use of the Solution in a manner not in accordance with the User Guide; (B) modifications or enhancements to the Solution made by or on behalf of Customer; or (C) combination, use, or operation of the Solution with products not provided by Bamboo.

7.2 Customer Data. Customer shall defend any claim against Bamboo that (a) any Customer Data or Customer's use of the Solution in a manner not in accordance with this Agreement, infringes any intellectual property right of a third party, provided that the third party is located in a country that is a signatory to the Berne Convention; or results from Customer's use of the Solution in a manner that is not in accordance with this Agreement, or that has otherwise injured or harmed a third-party. Customer shall indemnify Bamboo against any and all damages finally awarded against Bamboo, or agreed to in settlement by Customer and attributable to such claim, so long as Bamboo (i) provides Customer prompt written notice of the claim; (ii) provides Customer all reasonable assistance and information to enable Customer to perform its duties under this Section 7; (iii) allows Customer sole control of the defense and all related settlement negotiations; and (iv) has not compromised or settled such claim.

7.3 Disclaimers. THIS SECTION 7 STATES THE PARTIES' SOLE AND EXCLUSIVE REMEDIES AND LIABILITIES REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR ANY OTHER THIRD PARTY CLAIM.

8.0 LIMITATION OF LIABILITY. In no event shall Bamboo or its third party vendors be liable to Customer or any other party for (A) any special, incidental, indirect or consequential damages or (b) loss of data, loss of profits, business interruption, or similar damages or loss, even if Bamboo and its third-party

vendors have been advised of the possibility of such damages, except as limited by applicable law and excluding Bamboo's liability to Customer under section 7 (Indemnification), and regardless of the basis for customer's claim, Bamboo's maximum liability under this agreement shall be limited to the fees paid for the SOLUTION OR SERVICES giving rise to the claim. The foregoing limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

9.0 CONFIDENTIAL INFORMATION. For purposes of this Agreement, "Confidential Information" shall include trade secrets contained within the Solution or any Services, the terms and pricing of the Solution and Services (including any pricing proposals), the Customer Data, and such other information (a) identified by either party as confidential at the time of disclosure or (b) that a reasonable person would consider confidential due to its nature and circumstances of disclosure ("Confidential Information"). Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to receiving it from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without breaching this Agreement. Each party agrees to maintain all Confidential Information in confidence and not disclose any Confidential Information to a third party or use the Confidential Information except as permitted under this Agreement. Each party shall take all reasonable precautions necessary to ensure that the Confidential Information is not disclosed by such party or its employees, agents or authorized users to any third party. Each party agrees to immediately notify the other party of any unauthorized access to or disclosure of the Confidential Information. The receiving party agrees that any breach of this Section 9 may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.

10.0 GENERAL

10.1 Independent Contractors. The parties acknowledge and agree that each is an independent contractor. This Agreement shall not be construed to create a partnership, joint venture, or agency relationship between the parties.

10.2 Entire Agreement. The terms and conditions of this Agreement apply to all Orders submitted, the Solution subscribed to hereunder, and any Services provided hereunder. This Agreement shall supersede any different, inconsistent or preprinted terms and conditions in any Customer order form, purchase order, or other ordering document, excluding, however, the Aptix Services Agreement. This Agreement shall supersede all previous agreements and understandings of any nature whatsoever, oral or written, between the parties relating to the Solution and any applicable Services, and together with the Aptix Services Agreement constitutes the entire agreement between the parties relating thereto.

10.3 Assignment. Customer has no right to assign, sublicense, pledge, or otherwise transfer this Agreement or any of its rights to the Solution or to the Services, in whole or in part (collectively, an "Assignment"), without Bamboo's prior written consent, and any prohibited Assignment shall be null and void. Any change in control of Customer, whether by merger, share purchase, asset sale or otherwise, shall be deemed an Assignment subject to the terms of this Section 10.3. If Bamboo grants its consent to any Assignment, Customer shall pay to Bamboo a transfer fee of fifteen percent (15%) of the then-current annual subscription fee for the Solution.

10.4 Force Majeure. No failure, delay or default in performance of any obligation of a party to this Agreement, except payment of subscription fees due hereunder, shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the reasonable control of such party, including, without limitation, action or inaction of a governmental agency, civil or military authority, fire, strike, lockout or other labor

dispute, inability to obtain labor or materials on time, flood, war, riot, theft, earthquake or other natural disaster ("Force Majeure Event"). The party affected by such Force Majeure Event shall take all reasonable actions to minimize the consequences of any Force Majeure Event.

10.5 Severability. If any provision of this Agreement shall be held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

10.6 Waiver. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the applicable party.

10.7 Notices. All notices required by this Agreement shall be in writing, addressed to the party to be notified, and deemed to have been effectively given and received (a) on the fifth business day following deposit in the mail, if sent by first class mail, postage prepaid; (b) upon receipt, if sent by registered or certified U. S. mail, postage prepaid, with return receipt requested; (c) upon transmission, if sent by facsimile and confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section 10.7; or (d) upon delivery, if delivered personally or sent by express courier service, and receipt is confirmed by the recipient. Bamboo may provide written notice by sending an email to the email address provided by Customer at the time of Customer's online registration with Bamboo from time to time, and such email notice shall be deemed to have been given and received upon sending, and to be in compliance with the requirements of this Section 10.7. Notices shall be addressed to the parties based on the address stated in the applicable Order, to the attention of the General Counsel, or in the case of an email notice from Bamboo, to the party indicated by Customer at the time of Customer's online registration with Bamboo. A change of address for notice purposes may be made pursuant to the procedures set forth above, or, with respect to Customer's email address, by updating Customer's account information online.

10.8 Export Restrictions. Customer acknowledges that the Solution and certain of Bamboo's Confidential Information (collectively "Technical Data") are subject to United States export controls under the U. S. Export Administration Act, including the Export Administration Regulations, 15 C.F.R. Parts 730 et seq., (collectively, "Export Control Laws"). Each party agrees to comply with all requirements of the Export Control Laws with respect to the Technical Data. Without limiting the foregoing, Customer shall not (a) export, re-export, divert, transfer, or make available any such Technical Data, or any direct product thereof, to any destination, company, or person restricted or prohibited by Export Control Laws; (b) disclose any such Technical Data to any national of any country when such disclosure is restricted or prohibited by the Export Control Laws; or (c) export or re-export the Technical Data, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by the Export Control Laws.

10.9 U. S. Government Rights. The Solution is deemed to be "technical data" and "commercial computer software" as defined in FAR Sections 12.211 and 12.212 and DFARS Sections 252.227-7015 and 227.7202-3, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Solution by the U. S. government shall be solely in accordance with the terms of this Agreement.

10.10 Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, USA, exclusive of any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. Any suits concerning this Agreement shall be brought in the federal courts for the Eastern District of Virginia or the state courts in Fairfax or Alexandria, Virginia. The parties expressly agree that the Uniform Computer Information Transactions Act, as adopted or amended from time to time, shall not apply to this

Agreement or the Solution. This provision does not apply to suits or actions brought under the Aptix Services Agreement. 10.11 Amendment. This Agreement may only be modified or supplemented by a written document executed by an authorized representative of each party. 10.12 Survival. Any terms of this Agreement which by their nature extend beyond the termination of this Agreement will remain in effect until fulfilled. Such terms will include, without limitation, all provisions herein relating to payment of fees, proprietary rights, confidentiality, non-disclosure, indemnification, limitation of liability, third party terms, and all general provisions. 10.13 Authority. Customer represents and warrants to Bamboo that the individual ordering the subscription to the Solution and/or Services is duly authorized to do so on behalf Customer and to bind Customer to the terms of this Agreement.