

PEOPLELINK
Instant Messaging Software License Agreement

Customer Notice: This is a legally binding evaluation Agreement (“**Agreement**”) between PeopleLink Inc., a Delaware corporation (“**Peoplelink**”) and the customer whose name appears below (“**Customer**”). It permits Customer to use the PeopleLink Instant Messaging software (“**Software**”) for a limited time, and under specific terms and conditions. Carefully read all terms and conditions of this agreement.

1. Grant Of License

- A. Subject to the terms and conditions of this Agreement, Peoplelink grants Licensee a perpetual, non-exclusive, non-transferable, non-assignable license to use the Software and related documentation (“**Documentation**”). Peoplelink reserves all rights not specifically granted herein.
- B. The Software may be used by no more than ten (10) concurrent users.
- C. Customer may not disclose the results of performance/benchmark tests run on the Software without the prior written consent of PeopleLink.
- D. Customer may not rent or lease the Software.

2. Term and Termination

- A. This Agreement is effective from the date on which it is entered into by both parties, and shall remain in force for as long as Peoplelink maintains a copyright in the Software.
- B. Customer may terminate this agreement at any time by destroying the Software.
- C. Peoplelink may terminate this agreement, and the License granted hereby, if customer fails to comply with any of the terms or conditions set forth herein. Customer agrees, upon being notified in writing of such termination, to destroy the Software.
- D. The covenants contained in this Agreement, which, by their terms, require or contemplate performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding any expiration or termination.

3. Intellectual Property

- A. Peoplelink retains all right, title and interest in the software. Customer acknowledges and agrees that it obtains no ownership rights in the software under the terms of this Agreement.
- B. Customer agrees not to remove any copyright or other proprietary or product identification notices from the Software.

- C. Customer may not cause or permit the reverse engineering or reverse compilation of the Software, or any other attempt to derive source code from the Software.

4. Disclaimer of warranty and limitation of liability

- A. PEOPLELINK DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. IN NO EVENT WILL PEOPLELINK BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT RESTRICTION ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE EVEN IF PEOPLELINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. PEOPLELINK'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- C. Some states or jurisdictions do not allow disclaimer or limitation or duration of implied warranties or the exclusion or limitation of liability for consequential or incidental damages. You may have other legal rights.

5. Indemnification

- A. Peoplelink Indemnity. Subject to the provisions of 5 B to this agreement, PeopleLink shall defend or settle any claim brought by a third party against Licensee alleging that the unmodified version of the Software infringes a third party's U.S. patent, trademark, copyright, or trade secret.
- B. Licensee Indemnity. Licensee shall indemnify PeopleLink and defend and settle any claim brought by a third party against PeopleLink alleging that the Software (whether or not such modification is authorized by PeopleLink) infringes a third party's U.S. patent, trademark, copyright or trade secret to the extent that such claim results from modification or alteration of the Software by Licensee.
- C. Indemnity Procedures. PeopleLink shall pay all damages or settlement amounts finally awarded against the Licensee to the extent based on a claim covered under Section 5 A, provided that (a) Licensee notifies PeopleLink promptly in writing of the claim, (b) PeopleLink has sole control of the defense and all related settlement negotiations, and (c) Licensee provides PeopleLink with all requested assistance, information and authority to perform. THE INDEMNIFICATION OBLIGATIONS IN THIS SECTION 5 WILL BE PEOPLELINK'S SOLE LIABILITY HEREUNDER WITH RESPECT TO THIRD PARTY CLAIMS OF

INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.

6. Other provisions

- A. Customer may not sell, transfer, assign, delegate, or subcontract the License, or any other rights or obligations under this Agreement.
- B. If the software is for use outside the United States, customer agrees to comply fully with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to insure that the Software is not exported in violation of United States Law.
- C. If any of the provisions, or portions thereof, of this agreement are invalid under any applicable statute or rule of law³, they are to that extent deemed omitted.
- D. This Agreement shall be governed by the laws of the State of California. The courts of the State of California, county of Los Angeles shall have exclusive jurisdiction over any dispute, which arises under this Agreement.
- E. This Agreement is the complete and exclusive statement of the agreement between customer and Peoplelink; it supersedes all proposals, oral or written, and all other communications between Customer and Peoplelink relating to the subject matter of this Agreement.
- F. No modification to this Agreement or any of its terms may be made except by express written agreement with PeopleLink.
- G. The waiver by either party of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

7. Signatures

We have read this Agreement and understand and agree to be bound by its terms.

Customer (Print or Type)

Signature

Name (Print or Type)

Title

Date

Peoplelink Inc.

Signature

Name (Print or Type)

Title

Date