

**MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (together with the Exhibits hereto, the “Agreement”) is made effective as of [\_\_\_\_\_, 2005] (the “Effective Date”) between **GlobalView Software, Inc.**, a Delaware corporation with its principal offices at 100 South Wacker Drive, Suite 210, Chicago, Illinois 60606 (“GVSI”) and [«Company», a \_\_\_\_\_ corporation], with its principal offices at «Address1», «Address2», «City», «State» «PostalCode» «Country» (“Customer”). GVSI and Customer agree as follows:

**1. Products.**

(a) **Grant of License.** GVSI grants Customer a non-exclusive, non-transferable license for the number of users specified in any document labeled as “Exhibit A” and referencing this Agreement to use the software and data services indicated in that Exhibit A (“Products”), on the terms of this Agreement, for Customer’s internal business purposes, during any period of time for which the fees stated in that Exhibit A have been paid. Additional users and Products may also be added from time to time to those so licensed pursuant to an email submitted or confirmed by any authorized representative of Customer identified in the applicable Exhibit A or whom Customer otherwise notifies GVSI of in advance.

(b) **Data Services.** Customer shall comply with all terms imposed by data providers from time to time with respect to the data services. Data services may be subject to separate agreements with data providers (“Data Provider Agreements”) that Customer must execute prior to receiving services. Customer shall promptly provide GVSI with a copy of any such agreements.

(c) **Limitations on Use.** Customer shall not: (a) sell, sublicense, or otherwise transfer any rights in any Products or make any Products available for third party use or retransmission; or (b) modify, decompile, disassemble, or reverse engineer the Products, in whole or in part. GVSI may audit Customer’s use of the Products from time to time to ensure compliance with this Agreement. GVSI and its licensors and data providers reserve all rights not granted herein.

(d) **Training.** GVSI will make basic materials regarding the use of the Products available over the Internet. If Customer requests onsite training, it may be provided for an additional fee, plus travel and related expenses.

(e) **Users.** Customer shall notify GVSI of the name, email address, location, and department of each user of the Products reasonably in advance of when a user ID is needed. User IDs shall not be shared among users. Customer may reallocate user IDs from time to time, upon notifying GVSI of the relevant information, as described above, for the applicable users. Customer is responsible for all use of the user IDs assigned to it and for providing systems and resources for the use of the Products that meet the minimum requirements established by GVSI from time to time, as posted on GVSI’s Web site.

(f) **Technical Support.** GVSI will make telephone technical support available for the Products. GVSI will use reasonable efforts to correct or provide a workaround for any reproducible material defect reported by Customer in any Product. If GVSI fails to correct such a defect within a reasonable time after it is reported, Customer’s sole and exclusive remedy shall be a refund of the amounts paid by Customer for the defective portion of the applicable Product with respect to periods after when Customer first reported the defect to GVSI. GVSI shall not be obligated to cure any alleged defect resulting from misuse or unauthorized modification of the Products. Technical support beyond that generally offered by GVSI is available for an additional charge.

(g) **Updates.** GVSI may from time to time, in its sole discretion, modify or enhance the Products, without materially reducing their basic functionality. Any such modifications or enhancements that GVSI makes generally available without additional charge shall be provided as updated Products for Customer’s use.

(h) **Confidentiality.** Customer acknowledges that the Products and other information disclosed to Customer under this Agreement (collectively, “Confidential Information,” and including, but not limited to, documentation, product designs and plans, pricing schedules, customer lists, and technical information) constitute confidential and exclusively proprietary information and trade secrets of GVSI and its licensors and

data providers. Customer shall maintain the Confidential Information in strict confidence and shall not publish or disclose to third parties any Confidential Information without GVSI’s prior written consent. Customer shall ensure that persons under its control refrain from any unauthorized reproduction or disclosure of Confidential Information. GVSI shall similarly maintain in confidence any information of Customer that would reasonably be considered confidential.

**2. Fees and Payments.** Customer shall pay the fees specified in each Exhibit A and those indicated in any email of the type described by Section 1(a). Fees under any such Exhibit A or email shall begin to accrue or apply as of the date that the applicable Products are first provisioned and made available by GVSI to Customer (but not later than 60 days after the date of such Exhibit A or email, unless GVSI is the cause of the delay). Customer agrees that fees for data services may be subject to change from time to time by data providers and that data providers may terminate data services at any time, without notice or resulting liability. In the event of such a termination, GVSI shall cease to provide, and Customer will no longer be obligated to pay the fees for, the terminated data service, without affecting any other services hereunder. All fees are exclusive of, and Customer is responsible for, any applicable taxes (excluding taxes on GVSI’s income) and any fees payable under any Data Provider Agreements. Fees for the use of the Products shall be paid in advance, without right of refund. Failure to pay in a timely manner may result in termination of services.

**3. Term and Termination.**

(a) **Initial Term.** The initial term of this Agreement (“Initial Term”) shall begin upon the Effective Date and, unless terminated earlier in accordance with this Section 3, shall continue in force and effect for the period, or initial term, specified in the initial Exhibit A attached hereto (“Initial Exhibit A”) after the date that, pursuant to Section 2, fees begin to accrue or apply under such Exhibit A. The billing periods and term applicable to any Products or users licensed by Customer other than pursuant to Initial Exhibit A shall automatically be adjusted to coincide with the billing periods of the other Exhibits A then in force and the term of this Agreement, and all such licenses and all Exhibits A shall be coterminous with this Agreement.

(b) **Renewal.** This Agreement will automatically renew for successive terms of one year each (each, a “Renewal Term”) upon expiration of the Initial Term or any Renewal Term, unless either party provides written notice of non-renewal to the other party at least 60 days prior to the expiration of the then-current term. GVSI may, in its discretion, increase the fees payable for any Renewal Term by providing written or email notice thereof to Customer not less than 90 days prior to the start of such Renewal Term.

(c) **Termination.** Either party may terminate this Agreement by providing written notice of termination to the other party, if the other party materially breaches this Agreement and fails to cure such breach within 30 days after receiving reasonable written notice of the breach from the non-breaching party.

(d) **Effects of Termination.** Upon any termination or expiration of this Agreement, Customer shall immediately cease use of the Products and shall promptly return to GVSI or destroy any Confidential Information and other materials relating to the Products.

**4. Indemnification.** GVSI will defend and indemnify Customer against any liability, loss, or damage, including reasonable attorneys’ fees, to the extent arising out of any third-party claim that the Products (excluding any data and materials provided by third-party data providers) infringe any United States’ patent, copyright, trademark, or trade secret, provided that Customer: (a) promptly notifies GVSI of the claim; (b) allows GVSI the sole control of such defense; and (c) fully cooperates in such defense. In the event of any such third-party claim, GVSI may, in its sole discretion, either: (i) procure a license to enable Customer to continue to use the allegedly infringing Products; (ii) develop or obtain, and provide Customer with, a non-infringing substitute for allegedly infringing Products; or

(iii) terminate this Agreement and refund to Customer any fees prepaid under this Agreement for the then-unexpired portions of the then-current term. GVSI shall have no liability or obligation of indemnification hereunder to the extent that any alleged infringement arises out of or results from: (A) use or operation of the Products other than in accordance with this Agreement; (B) any modification or alteration of the Products other than by GVSI; or (C) use or operation of the Products in combination with products or equipment not approved by GVSI. THIS SECTION STATES GVSI'S SOLE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS BY THE PRODUCTS OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY GVSI HEREUNDER.

**5. Disclaimers.**

(a) **Trading Disclaimer.** CUSTOMER AGREES THAT: (a) THE RESULTS OBTAINED FROM THE USE OF THE PRODUCTS DEPEND UPON THE EXPERTISE OF THE USER; (b) THE USE OF THE PRODUCTS DOES NOT GUARANTEE PROFITABLE TRADING; AND (c) NO INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS SHALL CONSTITUTE TRADING ADVICE, TRADING RECOMMENDATIONS, OR TRADING INFORMATION. CUSTOMER SHOULD CONSULT WITH A BROKER OR FINANCIAL REPRESENTATIVE PRIOR TO MAKING ANY TRADE BASED ON RESULTS OF USE OF ANY PRODUCT.

(b) **Disclaimer of Warranties.** GVSI AND ITS LICENSORS AND DATA PROVIDERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE PRODUCTS ARE PROVIDED "AS IS." GVSI AND ITS LICENSORS AND DATA PROVIDERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. Limitation of Liability.** GVSI AND ITS LICENSORS AND DATA PROVIDERS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES RELATING TO THE PRODUCTS OR THE DATA SERVICES (E.G., LOST PROFITS AND DAMAGES REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED THROUGH THE PRODUCTS OR THE AVAILABILITY OF THE PRODUCTS) OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, EVEN IF GVSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY OF GVSI AND ITS LICENSORS AND DATA PROVIDERS FOR ALL CLAIMS AND ACTIONS HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO GVSI WITH RESPECT TO THE SPECIFIC PRODUCTS GIVING RISE TO SUCH LIABILITY AND, AT THE TIME OF PRESENTATION OF THE FIRST CLAIM OR ACTION, THE THEN-MOST RECENT CALENDAR MONTH. THESE LIMITATIONS ON LIABILITY SHALL APPLY REGARDLESS OF WHETHER ANY PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE

FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION MAY BE BROUGHT BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION AROSE.

**7. Miscellaneous Provisions.**

(a) **General.** This Agreement and its Exhibits constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be modified or amended except by a writing signed by each of the parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in force and effect. Any provisions of this Agreement which by their nature are intended to survive expiration or termination of this Agreement (e.g., Sections 1(a), 1(c), 1(h), 2, 5, 6, and 7) shall survive and remain in force and effect. Any waiver of any breach or term of this Agreement must be in writing and no waiver shall be deemed or construed to be a waiver of any other term or any subsequent breach. All notices given in connection with this Agreement must be in writing (which shall be deemed to include notice via email or via facsimile with receipt confirmation). GVSI is an independent contractor with respect to this Agreement.

(b) **Compliance.** Customer shall comply with all applicable laws and regulations in connection with this Agreement and shall not use or permit the use of any Products for any unlawful or unauthorized purpose. Customer is solely responsible for complying with any export control laws and regulations of the United States or other countries that the Products are subject to. GVSI may from time to time, without notice or liability, provide information on Customer and its users to data providers and regulatory agencies.

(c) **Injunctive Relief.** Customer agrees that any breach of Sections 1(a), 1(c), or 1(h) hereof by it or any of its users, agents, employees, or representatives shall cause irreparable injury to GVSI and that, in such an event, in addition to any other remedies, GVSI shall be entitled to seek injunctive relief, without the necessity of proving actual damages or posting bond.

(d) **Force Majeure.** GVSI and its licensors and data providers shall not be liable for delays or failures in performance caused by acts or events beyond their reasonable control (e.g., acts of God, war, terrorism, unavailability of utilities or telecommunications resources, or any delays, interruptions, or omissions in the provision of third-party data or data services).

(e) **Governing Law.** The substantive laws of the United States of America and of the State of Illinois shall govern this Agreement, without regard to conflict of law principles. Any claim or action concerning this Agreement shall be brought in a court of competent jurisdiction in the United States of America.

(f) **Attorneys Fees.** The prevailing party in any action brought in connection with this Agreement shall be entitled to recover all costs reasonably incurred in such action and in enforcing any resulting order, decree, or award, including, but not limited to, attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

«Company»

GlobalView Software, Inc.

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Name

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Name

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Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Date