

Centershift Demonstration Service Agreement

PLEASE READ THIS AGREEMENT (“**Agreement**”) CAREFULLY. It governs the terms and conditions that apply to Customer’s use of certain Centershift computer software (called StoreSM), related documentation (manuals, brochures, guides, etc.), whether printed or online, and any updates, revisions or enhancements (collectively referred to as the “**Service**”). Centershift may change the terms and conditions of this Agreement from time to time. By continuing to use the Service following such modifications, you agree to be bound by such modifications.

YOUR USE OF THE SERVICE INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Conditions of Use

The Conditions of Use for the Service are effective immediately upon Customer receiving a User Name and PIN to access the Service or, in the absence of a User Name and PIN, upon the attempt to log on to the Service. As used in the Agreement, the term “**Customer**” refers to any person using the Service in any way.

1. Demonstration License

This Agreement is for a Demonstration License. A “Demonstration License” is defined as use of the Service for evaluation purposes using non-live data. Customer is granted a limited, non-exclusive, non-transferable license to use the Service for a period of up to thirty (30) days, renewable for an additional thirty (30) days. The Customer may not copy any printed materials provided as part of the Service, or print copies of any online customer support documentation. Any printed materials which are provided must be returned to Centershift at the end of the Demonstration License period. Customer agrees to pay Centershift a fee, in an amount determined by Centershift, for any printed materials not returned.

2. Centershift Proprietary Rights.

The Service is protected by copyright laws and international copyright treaties, patent laws and other intellectual property laws and treaties. Centershift, the Centershift logo, Store, the Store logo, Centershift.net, Centershift.com, and other trade names and logos used in connection with the Service, are trademarks and/or service marks of Centershift, Inc. or one of its affiliates. Customer acknowledges and agrees that, this Agreement and use of the Service does not grant any right, title or interest in and to any patents, copyrights, trade secrets, trademarks, service marks, or other property rights or rights of ownership in the Service, or any part thereof in whatever form, and acknowledges that the Service contains proprietary and confidential information of Centershift, which is intellectual property belonging solely to Centershift and is protected by law. All rights not expressly granted by Centershift hereunder are reserved by Centershift.

3. Customer’s Registration Obligations.

In consideration of Customer’s use of the Service, Customer agrees to provide true, accurate, current and complete information about itself and/or its organization and to maintain and promptly update such information to keep it true, accurate and complete. If Customer provides any information that is untrue, inaccurate, not current or incomplete, or Centershift has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Centershift may restrict, suspend, or terminate Customer’s current and future use of the Service.

4. Access to Service

Customer acknowledges and agrees that Customer is responsible, at Customer’s expense, to provide for its own access to the World Wide Web and to pay any service fees associated with such access. In addition, Customer must provide and maintain all equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device. Customer agrees that any computer used by Customer’s business and employees to access the Service will conform to the system requirements outlined in Recommended Environment, below, including the configuration of the computer’s web browser settings. Customer understands and agrees that Centershift is not responsible for any data communication connectivity as it relates to the Customer’s local and long distance telephone company and Internet Service Provider.

5. Recommended Environment

The Service has been designed to work optimally in the environment documented within the system requirements outlined below. Customer understands and agrees that use of the Service requires a stable operating environment for optimal performance and reliability.

<u>Software</u>	<u>Requirement</u>
Operating System	Windows 95 or higher
Internet Browser	MS Internet Explorer 5.5. Newer versions beyond IE5.5 service pack 2 are not explicitly supported.
Scripting Engine	VB Script 5.5
Word Processor	Microsoft Word 97 or higher
Spreadsheet	Microsoft Excel 97 or higher
Document Reader	Adobe Acrobat 4.0 or higher

6. Passwords, Security and Access

Centershift will assign Customer a User Name and PIN or Password. Customer may distribute the User Name and PIN or Password within Customer's organization to any number of users as are desired. Customer is responsible for the confidentiality and use of such User Name(s), PIN(s) and Password(s). Customer is responsible for all electronic communications, including email, financial, tenant, facility and other data entered through or under Customer's User Name(s), PIN(s) and Password(s). Centershift will act as though any electronic communications it receives under Customer User Name(s), PIN(s) and Password(s) have been sent by Customer.

7. Customer Conduct on the Service.

Although Centershift has no obligation to monitor the conduct of customers accessing the Service, Customer acknowledges and agrees that Centershift has the right to monitor the service electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect Centershift or its customers. Centershift will not intentionally monitor or disclose any private electronic-mail message unless required by law. Centershift reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of the terms and condition of this Agreement.

8. No Transfer of Service.

Customer agrees not to copy, sell, resell, rent, sublicense, transfer, assign, lease, loan, redistribute or create a derivative work of any portion of the Service, use of the Service or access to the Service, including offering the Service to third parties on an application service provider or time-sharing basis. Customer agrees not to access the Service by any means other than through the interface that is provided by Centershift for use in accessing the Service.

9. Nondisclosure of Confidential Information

Customer acknowledges that it may have access to certain confidential information concerning Centershift's business, plans, customers, technologies, products services and other information held in confidence by Centershift ("**Confidential Information**"). Confidential Information includes all information, in tangible or intangible form, that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered Confidential Information, including, without limitation, any information disclosed by Centershift about the technologies, methodologies, equipment, software or processes used by Centershift in connection with the Service. Customer agrees that Centershift's computer software program, including algorithms and documentation, whether provided physically or electronically, are expressly designated as Confidential Information without any such marking requirement.

10. Unauthorized Access and Improper Uses.

Customer shall not utilize any portion of the Service or any of the applications, databases, computer systems or other resources that relate to this Agreement to gain unauthorized access to any other computer programs, databases, computer system, Confidential Information or other property of Centershift, any customer of Centershift or any other third party or for any improper purpose including, without limitation, to interfere with or disrupt another computer system or its use, to alter or delete any data or computer programs, to propagate viruses, Trojan horses, time bombs or other harmful computer code, to engage in any unlawful or immoral act, or to assist or encourage any other person in doing any of the foregoing. In addition, Customer shall not modify, reverse engineer, reverse compile, or disassemble Centershift's computer software or any other proprietary technology provided by Centershift. Customer shall not download and/or save a copy of any of the screens appearing in the Service for any purpose, except as otherwise provided in this Agreement. Customer agrees not to access the Service by any means other than through the interface that is provided by Centershift for use in accessing the Service. A breach of this Section shall give Centershift the right to terminate Customer access to the Service and/or this Agreement immediately, notwithstanding anything to the contrary and without obligation of any kind to Customer, in addition to all remedies available to Centershift in law or in equity.

11. User Feedback.

Should Customer or any of its users of the Service respond with information, feedback, questions, comments, suggestions or the like regarding the Service, any such response shall be deemed not to be Customer Provided Content or Confidential Information and Centershift shall be free to reproduce, use, disclose or distribute the response to others without limitation. Customer agrees that Centershift shall be free to use any ideas, concepts or techniques contained in the response for any purpose whatsoever including, but not limited to, developing, enhancing and marketing Service functionality.

12. Termination

Customer agrees and acknowledges that Centershift may suspend or terminate Customer's access to, use of, or submission of Content for all or part of the Service without prior notice if Customer engage in any conduct which Centershift, in its sole discretion, (a) violates any Condition of Use of this Agreement, (b) violates the rights of Centershift or third parties, (c) or is otherwise inappropriate for continued access and use of the Service. Customer agrees that Centershift shall not be liable to Customer or any third-party for any termination of Customer's access to the Service.

13. Disclaimer of Warranties.

THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTIES, REPRESENTATIONS OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CENTERSHIFT AND ITS SUPPLIERS DISCLAIM ANY WARRANTY THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF THE SERVICE, INCLUDING ANY APPLET, SOFTWARE, CONTENT AND SERVICES ACCESSIBLE THEREIN, IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE USE OF THE SERVICE TO ACHIEVE CUSTOMER'S INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE SERVICE, AND FOR VERIFYING THE RESULTS OBTAINED FROM THE USE OF THE SERVICE.

14. Entire Agreement.

This Agreement and any attachments hereto represent the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations and agreements, whether written or oral, with respect to such subject matter. No amendment, modification, supplement, or other

purported alteration of this Agreement shall be binding on the parties, unless it is in writing and is signed on behalf of the parties by their own authorized representatives.

15. Governing Law, Jurisdiction and Venue.

This Agreement shall be construed, interpreted, and governed by the laws of the State of Utah, excluding its conflict of law rules. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto must be brought in the courts of the State of Utah, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

16. Attorneys' Fees.

The prevailing party in any suit brought to enforce a provision of this Agreement shall be entitled to an award of reasonable costs and attorneys' fees.

17. Assignment.

Customer may not assign this Agreement or any of its rights, duties, or obligations under this Agreement, without the prior written consent of Centershift. This Agreement may be assigned or transferred in whole or in part by Centershift. In the event Centershift is acquired by a third-party entity, such third-party entity shall be required, as part of the acquisition, to assume the obligations of this Agreement.

18. No Waiver.

The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

19. Severability.

If any provision of this Agreement is found invalid, illegal or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

20. Export Controls.

Customer agrees that it will not, without the prior written consent of Centershift, export directly or indirectly, Centershift's computer software or any portion thereof to anyone outside the United States or outside the national jurisdiction in which Customer's facility is located. If Customer receives Centershift's written consent to export any part of the Service, Customer agrees not to export or transfer, whether directly or indirectly, Centershift's computer software, or any portion thereof, or any system containing the same to anyone outside the United States without first complying with all export controls that may be imposed on the such software by the United States government or any country or organization of nations within whose jurisdiction Customer operates or does business.