

END USER LICENCE AGREEMENT FOR MARS

DATED _____

License Number: _____

THIS LICENCE IS THE LEGAL AGREEMENT (“Agreement”) BETWEEN _____ (“The Customer”) OF _____ WHO HAS ACQUIRED MARS AND CHRISTIANSTEVEN SOFTWARE LTD (“CHRISTIANSTEVEN”) OF 10130 MALLARD CREEK ROAD, SUITE 300, CHARLOTTE , NORTH CAROLINA 28262.

CHRISTIANSTEVEN IS ONLY WILLING TO PROVIDE MARS TO THE CUSTOMER ON THE CONDITION THAT THE CUSTOMER ACCEPTS ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. THE CUSTOMER ACCEPTS THIS AGREEMENT BY INSTALLING OR USING MARS.

IN THE EVENT THAT THE CUSTOMER DID NOT ACQUIRE MARS FROM CHRISTIANSTEVEN, OR AN AUTHORISED CHRISTIANSTEVEN DISTRIBUTOR OR AFFILILATE (“AUTHORISED DISTRIBUTOR”), THEN THE CUSTOMER MAY NOT ENTER INTO THIS AGREEMENT OR USE MARS. NO OTHER PARTY HAS THE RIGHT TO TRANSFER A COPY OF MARS TO THE CUSTOMER. CHRISTIANSTEVEN’S AUTHORISED DISTRIBUTORS AND AFFILIATES ARE LISTED ON ITS WEBSITE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CHRISTIANSTEVEN AUTHORISED DISTRIBUTORS DO NOT ACT AS AGENTS OF CHRISTIANSTEVEN, AND SUCH DISTRIBUTORS MAY NOT ENTER INTO ANY CONTRACTS ON BEHALF OF CHRISTIANSTEVEN. NO AUTHORISED DISTRIBUTOR HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS AGREEMENT.

- 1. OWNERSHIP.** MARS (exclusive of its physical packaging) is licensed. It is not sold, even if for convenience we make reference to words such as “sale” or “purchase”. MARS is protected by copyrights and other intellectual property rights. The Customer agrees that all worldwide copyright and other intellectual property rights in MARS and all copies of MARS, however made, are the exclusive property of CHRISTIANSTEVEN and its suppliers. All rights in MARS not expressly granted to The Customer in this Agreement are reserved by CHRISTIANSTEVEN and its suppliers. There are no implied licences under this Agreement. CHRISTIANSTEVEN represents and warrants that (i) it owns all rights, title and interest in and to the Software, Deliverables and Documentation or (ii) in the case of any third party works in the Software, Deliverables or Documentation, that CHRISTIANSTEVEN has the right to grant the licenses provided for in this Agreement.
- 2. HOW MARS IS LICENSED.** MARS is a tool that enables The Customer to automate MS Access database reports, queries and macros. From time to time CHRISTIANSTEVEN will add extra functionality that may or may not allow The Customer to perform other functions with MARS. Not all functionality in MARS is listed, but the latest list of functionalities The Customer is entitled to use is listed at <http://www.christiansteven.com/>. If The Customer wants to use MARS for any other purpose, then The Customer must purchase, from CHRISTIANSTEVEN or its Authorised Distributor, one or more of the relevant licences under Section 5. If The Customer is a commercial developer, or The Customer is otherwise developing applications for distribution to third parties, and The Customer wishes to include MARS as part of The Customer’s solution The Customer must formalize this arrangement and seek CHRISTIANSTEVEN’s permission before implementing its solution. The term “Solution” means a process that The Customer creates using or including MARS that has substantial added value and functionality over MARS, is not merely a set or subset of the functions provided by MARS, and may or may not directly expose the interfaces of MARS to end users of the Solution.
- 3. LICENCE AND ACTIVATION CODES.** For each licence granted to The Customer under this Agreement, other than evaluation licences, CHRISTIANSTEVEN will provide The Customer with a unique activation code for use by The Customer. The Customer is required to apply for an activation code for each unique installation of MARS. The Customer may apply for an activation code by following the on-screen instructions which are presented to The Customer on first use of MARS following installation. The Customer will also be provided with a Licence Code and a Customer Number. The Licence Code and Customer Number are unique to the Company/Establishment and is accepted for all installations of MARS within the Company/Establishment. Purchase of MARS entitles The Customer access to the CHRISTIANSTEVEN “Members’ Area” for the period for which the fees for support and maintenance have been paid as detailed in the schedule of this Agreement. The Customer will be provided with instructions and credentials to access this secure area on the CHRISTIANSTEVEN website. The activation code, Licence Code, Customer Number, Members’ Area credentials and this document is The Customer’s proof-of-licence. The Customer’s license to use MARS cannot be transferred to another company or establishment.
- 4. RESTRICTIONS.** For each licence that The Customer purchases under this Agreement, CHRISTIANSTEVEN grants The Customer a personal, non-exclusive, non-transferable license during the term of this Agreement to install and execute the accompanying version of MARS, only on computers in The Customer’s possession solely and one or more persons in The Customer’s employment to develop, test, support and maintain schedules, so long as The Customer complies with this Agreement. The Customer may not distribute, sublicense or otherwise transfer licences.
- 5. MARS EDITIONS.** The functionality that The Customer will be supplied as part of the licence will be indicated on the schedule attached to this Agreement or on the applicable invoice.
- 6. EVALUATION LICENCE.** If The Customer has received a copy of MARS from CHRISTIANSTEVEN or its Authorised Distributor, but has not yet purchased a licence to use MARS, then CHRISTIANSTEVEN grants The Customer a personal, non-transferable, non-exclusive, limited licence to install and execute MARS for The Customer’s own internal use solely for purposes of evaluating MARS for no more than thirty (30) days. The Customer will not be required to enter an authorisation code to install and use MARS under this evaluation licence. When MARS is used on an evaluation basis, it will have the full product functionality available.
- 7. BACK-UP COPIES.** The Customer may make a reasonable number of back-up copies of MARS during the term of this Agreement so long as The Customer does not use such back-up copies for any purpose other than to replace the original copy of MARS provided to The Customer by CHRISTIANSTEVEN if such copy is damaged or destroyed. The Customer may make and authorise others to make a reasonable number of back-up copies of MARS solely to replace copies of Solutions that are damaged or destroyed.
- 8. PROHIBITED USES OF MARS.** The Customer may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of MARS; (b) reverse engineer, decompile or disassemble MARS, or otherwise attempt to derive the source code of MARS except and only to the

extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (c) remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of CHRISTIANSTEVEN or its suppliers on MARS, including any copies of MARS that The Customer is permitted to make under agreement; (e) use MARS as a tool to create other report distribution applications; (f) circumvent, or provide or use a program intended to circumvent technological measures (such as activation codes) that control installation or use of MARS; (g) use an activation code to install or use copies of MARS in any manner that exceeds the scope of the licence under which the activation code is provided to; or (h) otherwise reproduce or use MARS except as expressly permitted under this Agreement.

9. **UPGRADES.** The licences granted under this Agreement cover any future maintenance releases, upgrades or other releases of MARS for the modules that are detailed in the schedule to this Agreement, as long as all appropriate fees for maintenance and support have been paid. The Customer may acquire, at then-current prices and terms, additional functionality from CHRISTIANSTEVEN at any time subject to the payment of the module licence fee and pro-rata maintenance and support to cover the period up to the date of the next maintenance renewal for the existing licence. Future maintenance renewal will include the fees for the additional functionality.

The provision of upgrades or other new versions or releases does not expand The Customer's licence rights under this Agreement unless the schedule has been updated to include the additional functionality. If The Customer acquired the accompanying copy of MARS as an "upgrade" to a previously-installed release or edition (as indicated on the invoice, licence certificate or product documentation provided to The Customer by CHRISTIANSTEVEN or its Authorised Distributor in connection with MARS, or on the screens displayed by MARS when it is installed), then The Customer may only use the upgrade if The Customer has a valid licence to that previously installed release. The Customer's rights to the previously-installed edition licences terminate once the upgrade is installed.

10. **NO SEPARATION OF COMPONENTS.** The Customer may not break MARS up into components and install the components on separate computers under a given licence.
11. **CONFIDENTIALITY.** Technical information provided to The Customer under this Agreement, including support information in emails, is confidential and proprietary to CHRISTIANSTEVEN and may not be disclosed by The Customer to third parties without CHRISTIANSTEVEN's express permission.
12. **HIGH RISK ACTIVITIES.** MARS is not fault-tolerant and is not intended for use in high-risk activities. The Customer may not use MARS in the design, construction, operation or maintenance of any nuclear facility or weapon of mass destruction, or for the purpose of aircraft navigation or control or any other activity in which the failure of MARS could result in the loss of human life, personal injury or property damage.
13. **SERVICES.** There are no services provided under this Agreement. The Customer is responsible for installing MARS on The Customer's computers as permitted under this Agreement. Support, maintenance and other services must be purchased separately.
14. **MAINTENANCE.** The customer will receive Support and Maintenance for the Software as long as all current fees for maintenance have been paid. The fee for Maintenance and Support is 25% of the purchase price of the modules installed at the date of renewal of Support and Maintenance or the fees agreed and outlined in the schedule to this agreement.

Support and Maintenance is automatically renewable at the end of the initial maintenance period stated in the schedule to this agreement and at subsequent anniversaries of the commencement of this agreement unless notice is provided 90 days prior to the anniversary date of the commencement of the agreement.

15. **FEES.** Licence fees are subject to change. Please consult CHRISTIANSTEVEN or its Authorised Distributor as to current fees before placing an order. All licence fees are non-refundable and non-cancellable except as expressly provided in this Agreement and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or customs duties, all of

which The Customer is responsible for paying above and beyond the licence fees due to CHRISTIANSTEVEN or its Authorised Distributor.

16. **LIMITED WARRANTY.** CHRISTIANSTEVEN warrants to the original purchaser and to no one else that, for a period of thirty (30) days after the initial delivery of MARS to The Customer, the media, if any, on which MARS is provided to The Customer will be free of defects in materials and workmanship. The Customer's exclusive remedy for breach of this limited warranty is that CHRISTIANSTEVEN will replace any defective media that is returned to CHRISTIANSTEVEN (or the Authorised Distributor from whom The Customer acquired MARS) within the thirty (30) day warranty period. Any replacement media will be warranted as provided in this section for the remainder of the original thirty (30) day warranty period or ten (10) days, whichever is longer. This limited warranty does not apply to damage resulting from misuse, abuse or neglect. This limited warranty does not apply to any supplements or updates to MARS that are provided to The Customer after expiration of the thirty (30) day warranty period.
17. **DISCLAIMER OF WARRANTY.** MARS IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. CHRISTIANSTEVEN HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT MARS IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. THE CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF MARS. TO THE EXTENT THAT CHRISTIANSTEVEN MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
18. **LIMITATION OF LIABILITY.** IN NO EVENT WILL CHRISTIANSTEVEN OR ITS AUTHORISED DISTRIBUTORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE MARS, EVEN IF CHRISTIANSTEVEN OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF CHRISTIANSTEVEN AND ITS AUTHORISED DISTRIBUTORS IN CONNECTION WITH THIS AGREEMENT AND MARS, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENCE FEES THAT THE CUSTOMER PAID TO USE MARS FOR THE PARTICULAR LICENCE UNDER WHICH LIABILITY HAS ARISEN (NOT INCLUDING FEES FOR SERVICES OR PRODUCTS OTHER THAN MARS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. THE CUSTOMER ACKNOWLEDGES THAT THE LICENCE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CHRISTIANSTEVEN WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO LICENSOR OR OTHER SUPPLIER OF CHRISTIANSTEVEN WILL HAVE ANY LIABILITY TO, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO MARS. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.
19. **TERMINATION.** This Agreement will remain in effect until terminated as provided below. If a particular licence granted to The Customer is for a limited term (as indicated on the applicable invoice, licence certificate or other product documentation provided to The Customer by CHRISTIANSTEVEN or its Authorised Distributor in connection with MARS, or on the screens displayed by MARS when it is initially installed), then that licence terminates upon expiration of that term. The Customer may terminate this Agreement at any time and for any reason, by giving written notice to CHRISTIANSTEVEN. CHRISTIANSTEVEN may terminate this Agreement, effective immediately upon written notice to The Customer, if The Customer (a) fails to pay any portion of the licence fees when due and fails to cure such non-payment within thirty (30) days after receipt of notice of same, or (b) if The Customer otherwise breaches any provision of this Agreement. Upon expiration or termination of

this Agreement, The Customer must erase or otherwise destroy all copies of MARS other than copies of the MARS that The Customer has distributed to customers in accordance with this Agreement, and The Customer's rights hereunder will immediately end. Notwithstanding the foregoing, sections 1, 3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 will survive expiration or termination of this Agreement for any reason. The termination of this Agreement will not affect the Authorised sublicense rights granted by to Customers to use MARS in or with Solutions that The Customer provides, so long as The Customer or its customers have paid the applicable edition licence fees.

20. **THIRD PARTY SOFTWARE PROGRAMS.** MARS may contain or may be accompanied by certain open source and other programs ("Third Party Programs") licensed by third party developers ("Third Party Developers"). Copyright notices for Third Party Programs will be provided in MARS's "About" screen or in the documentation that accompanies MARS. Certain Third Party Programs are subject to separate third-party licence terms as specified by their respective Third Party Developers, and these terms are included in the documentation provided with MARS. By using MARS, The Customer agrees to comply with these third-party licence terms for the benefit of the applicable Third Party Developer. Subject to any applicable third-party licence terms, The Customer's use of Third Party Software contained in MARS is subject to this Agreement.
21. **TRADEMARKS.** No rights to use CHRISTIANSTEVEN's logos or other trademarks are granted under this Agreement. If The Customer would like to use CHRISTIANSTEVEN's logos or other trademarks, please contact CHRISTIANSTEVEN to discuss becoming an Authorised value-added reseller.
22. **CHOICE OF LAW.** This Agreement will be governed by the laws of the State of North Carolina without giving effect to any choice of law principles that would require the application of the laws of a different country or state. If The Customer acquired MARS from an Authorised Distributor located outside of North Carolina, then this Agreement will be governed by the law of the jurisdiction where such distributor resides. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.
23. **COMPLIANCE WITH LAWS.** The Customer will comply with all applicable export and import control laws and regulations in The Customer's use of MARS and, in particular, The Customer will not export or re-export MARS without all required government licences. The Customer will defend, indemnify, and hold harmless CHRISTIANSTEVEN and its suppliers and Authorised Distributors from and against any violation of such laws or regulations by The Customer. If any approval or registration of this Agreement, or any sublicense under this Agreement, is required with government authorities where The Customer resides, operate or distribute Applications, then The Customer will secure such approval or registration at its own expense as a condition to its right to use or distribute MARS under this Agreement.
24. **RECORDS.** CHRISTIANSTEVEN is entrusting The Customer to keep track of the sublicences that it grants to its customers. Therefore, during the term of this Agreement and for one (1) year after its expiration or termination, The Customer will keep reasonably complete records of its distribution of MARS (including the names and addresses of third parties to whom The Customer distributes MARS) and will permit CHRISTIANSTEVEN or its representatives to review and verify those records to ensure compliance with this Agreement, unless such review is prohibited by applicable law, including any privacy or other law that restricts The Customer's ability to share personally-identifiable information. CHRISTIANSTEVEN will give The Customer at least ten (10) days advanced notice of any such review and will conduct the same during normal business hours in a manner that does not unreasonably interfere with The Customer's normal operations. CHRISTIANSTEVEN will treat The Customer's records as confidential information.
25. **RELATIONSHIP BETWEEN PARTIES.** The parties are independent contractors and neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement. The Customer may not act for, bind, or otherwise create or assume any obligation on behalf of CHRISTIANSTEVEN.
26. **ASSIGNMENTS.** The Customer may not assign or transfer, by operation of law or otherwise, any of The Customer's rights under this Agreement to any third party without CHRISTIANSTEVEN's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. CHRISTIANSTEVEN may freely assign its rights or delegate its obligations under this Agreement.
27. **LANGUAGE.** This Agreement is in the English language, and its English language version will be controlling over any other translation except as otherwise required by applicable law.
28. **REMEDIES.** Except as otherwise provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. The Customer acknowledges that MARS contains valuable trade secrets and proprietary information of CHRISTIANSTEVEN and its suppliers, that any actual or threatened breach by of this Agreement by The Customer will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
29. **WAIVERS.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
30. **PUBLICITY.** The customer agrees that its company name and logo can be used in ChristianSteven marketing material. Case Studies, White Papers and other material which require input from the customer will not be prepared or distributed without the authorisation of the customer which will not be unreasonably withheld.
31. **INFRINGEMENT PROTECTION.** CHRISTIANSTEVEN shall indemnify, defend, and hold harmless Permitted Users and their respective directors, officers, partners, members, employees and agents from and against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of any claim by a third party asserting that the Software, Documentation, Services, Deliverables or any Permitted User's use thereof, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that The Customer notifies CHRISTIANSTEVEN in writing within 14 days of The Customer's first receipt of written notice of the claim and gives CHRISTIANSTEVEN reasonable assistance, at CHRISTIANSTEVEN's cost, in the defense or settlement of the claim. No settlement intended to bind The Customer shall be made by CHRISTIANSTEVEN without The Customer's prior written authorization. If use of the Services, Deliverables, Software, or Documentation by The Customer is ever restricted or prohibited as a result of any such infringement, misappropriation or violation of another's rights, then within thirty (30) days after such restriction or prohibition CHRISTIANSTEVEN shall, at CHRISTIANSTEVEN's expense, either (a) obtain for The Customer the right to continue use of the Services, Deliverables, Software and Documentation as provided for in this Agreement; (b) replace the Services, Deliverables, Software or Documentation with services, software, documentation and deliverables that comply with the Documentation and the use of which is not restricted or prohibited, or (c) refund all fees paid by The Customer under this Agreement.
32. **ENTIRE AGREEMENT.** This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by The Customer to CHRISTIANSTEVEN or its Authorised Distributor will have no effect.

On behalf of ChristianSteven Software Limited

Signed
Name Christian Ofori-Boateng
Position CEO
Date

On behalf of{The Customer}

Signed
Name
Position
Date

SCHEDULE OF LICENCE PROVISION

The Software Configuration is made up as follows:

Product: MARS

License: Edition Name

Additional Functionality:

Functionality1, Functionality2, etc.

1. This schedule is made on MM DD YYYY and will remain in force until terminated or superseded by a new schedule and is applicable to the Agreement Number _____ dated MM DD YYYY.
2. The initial maintenance period is for three years at a fee of \$_____ per annum which will be invoiced 30 days prior to the anniversary of the contract renewal.
3. For Purchases outside of North Carolina, Sales Tax will not be charged. For Purchases within North Carolina, add 7.25%
4. In the event that additional functionality or installations (seats) are added to the configuration, the maintenance price will be adjusted to reflect the configuration on the annual invoice.

Schedule of Payments (for initial term):

mm/dd/2010	\$ _____
mm/dd/2011	\$ _____
mm/dd/2012	\$ _____