

**RED OAK SOFTWARE, INC
WEB INTEGRATOR**

**SOFTWARE TRIAL
LICENSE AGREEMENT**

IMPORTANT-READ CAREFULLY:

This Software Trial License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity, the "Licensee") and Red Oak Software, Inc. ("Red Oak"), a New Jersey corporation. By installing, copying, or otherwise using this product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use this product.

1.0 TRIAL LICENSE GRANT

Red Oak hereby grants Evaluator a non-exclusive, non-transferable trial license to use the Software as defined below, but not to sell, transfer, or sublicense the Software, as follows:

- 1.1** "Software" means the set of software programs trial licensed by Red Oak to Evaluator in computer readable form as part of this Agreement, known as Web Integrator. Software includes, but is not limited to, platform software (object code) and all optional software integrations or utilities, which may define the operating environment. The Software also includes all additions, corrections, enhancements, modifications, revisions, user manuals and related technical information, which facilitate the use of the Software provided by Red Oak.
- 1.2** The sole purpose of this trial agreement is to permit you, the Evaluator, to evaluate Red Oak's Software, for the sole and exclusive purpose of determining whether to permanently license the Software. Copyright laws, and international copyright treaties, as well as other intellectual property laws and treaties protect the software.
- 1.3** Evaluator is authorized to install, use, display, and operate the Software provided as part of this Agreement, for its own internal use, on the computer hardware and operating system software on which the Software is designed to run ("Computer System"). Evaluator shall notify Red Oak if the Software is to be installed on any other Computer System prior to use. The Software may be temporarily used on another Computer System in the event that the intended Computer System is inoperative due to malfunction.
- 1.4** Red Oak retains all proprietary rights to any changes and enhancements made to Red Oak's source code by any party. Any computer code, or programs developed by Evaluator, other than that part which is licensed Software, or derivatives thereof, shall belong to Evaluator.

- 1.5** Evaluator agrees to complete its trial within the agreed-upon number of days of receiving the Software (the "Trial Period"), and at the end of the Trial Period, the Evaluator will promptly return to the Company all of the Software, together with any test results and samples, and destroy all copies thereof. At the end of the Trial Period, the Software will no longer be accessible to the Evaluator.
- 1.6** Evaluator may not sublicense, assign or transfer its interest in the Software to another person or entity without the prior written approval of Red Oak. Any proper assignment shall be binding on any successors or assigns.

2.0 PROPRIETARY RIGHTS AND PROVISIONS

- 2.1** The Software contains Confidential Information proprietary to Red Oak. "Confidential Information" means information including, but not limited to, the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions, which together constitute the Software, documentation (excluding manuals that are publicly available but including this Agreement), and any other information marked as Confidential or Proprietary. Evaluator shall use the Software only for the purposes set forth herein. Title to and ownership of the Software and all portions thereof and all applicable rights in patents, copyrights and trade secrets in the Software shall remain exclusively with Red Oak and its licensors, if any. The license to Evaluator does not constitute a sale of Red Oak's proprietary data and computer programs provided to Evaluator.
- 2.2** Evaluator shall use reasonable care to prevent unauthorized disclosure, use, reproduction, or distribution of the Software. Except as set forth herein or as may be permitted in writing by Red Oak, Evaluator shall not provide or otherwise make available the Software or any part or copies thereof to any third party. Evaluator shall not seek to discover any Red Oak Confidential Information by reverse engineering, decompiling, or disassembling the Software, or any portion thereof, nor otherwise attempt to create or derive the source code.
- 2.3** Evaluator shall not alter or delete any copyright or trademark notice, trade name, or other markings, which identify Red Oak's proprietary rights and interests.
- 2.4** Licensee agrees to allow its name and logo to be included in Red Oak marketing materials, including, but not limited to, press releases, collateral materials, sales presentations and web sites. Licensee also agrees to cooperate with Red Oak in the writing of a case study, for marketing use by Red Oak, including descriptions of: 1) your business; 2) the technical challenges faced; 3) the technology environment; 4) why Red Oak Software products were chosen; and, 5) the results and business benefits.

2.5 The Software is "commercial computer software" and "computer software documentation" as defined in DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (June 1995) and "restricted computer software" as defined in FAR 52.227-19, Commercial Computer Software Restricted Rights (June 1987). Department of Defense activities shall have only those rights specified elsewhere in this Agreement. Other federal government agencies shall have the right to use, duplicate or disclose the Software strictly in accordance with paragraph (c) of FAR 52.227-19.

2.6 This Agreement is subject to all US laws and regulations relating to exports and to all administrative acts of the US Government pursuant to such laws and regulations. Export, re-export or transshipment of the Software or any other technical data trial licensed under this Agreement, or the derivative products thereof, is contingent upon prior written authorization from Red Oak and compliance with all necessary US Government approvals and trial licenses.

3.0 WARRANTY

3.1 Red Oak warrants that all items provided by it and services rendered hereunder will conform to the requirements of this Agreement and will be substantially free from defects in material and workmanship and generally conform to the applicable published specifications under normal use and service.

3.2 Red Oak does not warrant that the functions of the Software will meet Evaluator's requirements or that its operation will be uninterrupted or error free. Red Oak will not be responsible for loss or damage resulting from any delay in the use of the Software provided herein.

4.0 NO LIABILITY FOR DAMAGES

4.1 To the maximum extent permitted by applicable law, in no event shall Red Oak be held liable for any damages whatsoever for any and all claims, whether in contract or tort (including negligence and products liability), or otherwise, which arise out of, or are connected with, or result from any performance or non-performance of Red Oak. Except as expressly provided herein, Red Oak disclaims all liability for any loss or damage claimed to have resulted from the use, operation or performance of the Software or related in any way to its acquisition, regardless of the form of action. In no event will Red Oak be liable for any indirect, consequential or punitive damages.

5.0 GENERAL

- 5.1** The validity and performance of this Agreement shall be governed by laws of the State of New Jersey, USA. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in New Jersey in accordance with the commercial rules of the American Arbitration Association, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. The prevailing party in any dispute under this section shall recover reasonable attorney's fees and costs (including arbitration costs) from the other party.

End User Trial license, Rev. 03/23/2001