FairCom®
c-treeACE
V10 Client Deployment Amendment

Carefully read and accept the terms of this c-treeACE V10 Client Deployment Amendment ("Amendment") to the c-treeACE Professional V10 Development License Agreement or c-treeACE Express V10 Development License Agreement ("Agreement") before distributing, deploying, or using an application developed with c-treeACE Professional V10 or c-treeACE Express V10 (the "Software") in a production environment. This Amendment provides a limited right to distribute portions of the Software, but does not convey any rights to use or distribute the c-treeACE Server.

To accept the terms and conditions of this Amendment, you must complete the information found at www.faircom.com/deploy and click the "Accept" button. You are not permitted to distribute, deploy, or use any application created using the Software unless you affirmatively act in this manner to accept all of the terms and conditions in this Amendment.

Once affirmatively accepted by you in the manner described above, this shall be a legally binding and enforceable amendment to the Agreement between the FairCom Corporation ("FairCom") and you (hereinafter referred to as "Licensee"). Licensee is and herein refers to you personally if you are acting on your own behalf, or is and refers herein to any entity that is the organization, corporation, or other party on whose behalf you are acting.

Definitions:

The following definitions apply throughout this Amendment. Capitalized terms referenced in this Amendment that are not explicitly defined herein are defined in the Agreement.

A. **"Client-Side"** shall mean the portions of the Software that are used by the Application to communicate with the c-treeACE Server, as well as any companion tools and utilities (in binary executable format) within the Software for use with the c-treeACE Server.

B. **"Deploy," "deployment"** or **"deployed"** shall mean any use, access, distribution, delivery or shipment of an Application authored with the Software, including any commercial, personal, educational, or any other non-development purpose.

License:

1. **Grant of License.**

   FairCom grants to Licensee and Licensee hereby accepts a limited, worldwide, non-exclusive, royalty-free, and non-transferable license to Deploy the Client-Side technology solely for use with an otherwise licensed c-treeACE Server.

2. **Licensee Requirements.**

   Licensee shall:
   a) purchase or otherwise obtain from FairCom a license for each and every c-treeACE Server; and
   b) comply with all terms and conditions of the Agreement and this Amendment; and
   c) include Licensee's or FairCom's valid copyright notice with the Application; and
   d) indemnify, defend, and hold harmless FairCom from any claims, including attorney's fees, related to all Deployment of the Application.

3. **License Restrictions.**

   Licensee may not:
   a) use FairCom's trademarks in your Application in any way that suggests your product came from or is endorsed by FairCom; or
   b) deploy any malicious, deceptive or unlawful derivatives of the Software; or
   c) use or distribute any portion of the Software in any way except as an integral part of the Application; or
   d) without a separate license grant from FairCom, Deploy any Application that functions as a general purpose database server or that is subject to a public or open source license.

4. **Marketing Release.**

   FairCom shall have the right to use Licensee's name as a customer of FairCom products and to generally describe the Application and Licensee's use of FairCom technology in FairCom's marketing program.

5. **Application Support.**

   Licensee agrees FairCom shall have no obligation to provide support for Licensee's Applications or to provide support directly to Licensee's End-Users.

6. **Affirmation.**

   Licensee hereby acknowledges all of the terms, conditions and limitations set forth in the Agreement and in this Amendment. The terms, conditions and limitations of the Agreement shall remain in full force and effect as if more fully set forth herein. In case of conflict, this Amendment shall govern the Agreement.

7. **Entire Agreement.**

   This Agreement constitutes the entire understanding between FairCom and Licensee with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.