FairCom®
c-treeACE V10 Standalone Deployment Amendment

Carefully read and accept the terms and conditions of this c-treeACE V10 Standalone Deployment Amendment ("Amendment") to the c-treeACE™ Professional V10 Development License Agreement ("Agreement") before distributing, deploying, or using an application developed with the Standalone (as defined herein) components of c-treeACE Professional V10 in a production environment by executing and sending this Amendment to FairCom as set forth below. This Amendment provides a limited right to distribute portions of c-treeACE Professional V10, but does not convey any rights to use or distribute the c-treeACE Server.

This Amendment and the Agreement are legally binding and enforceable contracts between the FairCom Corporation ("FairCom") and you (hereinafter referred to as "Licensee"). Licensee is and refers herein 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 Agreement. Capitalized terms referenced in this Amendment that are not explicitly defined herein are defined in the Agreement.

A. **"Term"** shall mean the twelve consecutive calendar months following the execution of this Amendment, including the month in which this Amendment is executed, and each consecutive twelve calendar month period thereafter.

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

C. **"Standalone"** shall mean the single user and multi-user operational models of the Software which do not require the c-treeACE Server.

D. **"User"** shall mean any individual person, device, or process that may access an Application.

License:

1. **Grant of Deployment License.**

   FairCom grants to Licensee and Licensee hereby accepts a limited, worldwide (pursuant to Section 15 of the Agreement), non-exclusive, and transferable (pursuant to Section 9 of the Agreement) license to reproduce and Deploy Applications which contain the Standalone technology, provided that Licensee is in strict compliance with the terms, conditions and limitations of the Agreement and this Amendment.

2. **Licensee Requirements.**

   Licensee shall:

   a) compensate FairCom for each deployment of each and every Application using the Standalone technology according to the distribution fees set forth in Section 4 herein; and

   b) enroll in FairCom's annual development maintenance program as long as Licensee is Deploying Applications per the terms of 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. **Licensee 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; or

   e) Deploy any FairCom source code; or

   f) rent, lease or share the Application including deployment or use through an Application Services Provider (ASP) model, without first securing an ASP Deployment Waiver from FairCom.

4. **Distribution Fees.**

   Distribution fees for each Deployment are Ten U.S. Dollars (US$10) for each User who may access the Application.

   Following the execution of this Amendment and prior to any Deployment, Licensee must contact FairCom and purchase a block of licenses to satisfy one (1) Term of Deployments to Users. The invoice provided to Licensee for the purchase will include the number of licenses purchased and an expiration date for that license block. The license block must be for at least One Hundred (100) Users and the license block will be valid for only one (1) Term. FairCom will contact Licensee prior to the beginning of each subsequent Term to purchase an additional license block for the upcoming Term.

   The following conditions apply when determining the number of Deployments:

   • all Deployments to both new and existing Users must be counted, including any updates to the Application and Deployments by distributors and sublicensees; and

   • if multiple updates to an Application are Deployed to the same User during a given Term, only the first Deployment must be counted; and

   • in the event a User accesses multiple Applications, a license must be purchased for each Application accessed by that User; and

   • Users accessing demonstration and evaluation copies of the Application need not be counted provided Licensee is not receiving compensation for such demonstration and evaluation copies, in which event such Users shall be counted.

   Important: FairCom recognizes that the Software is implemented in a wide variety of Applications and markets where determining the total number of Users is not feasible. If Licensee is unable to make a good faith estimate of the number of Users to be licensed, Licensee must contact FairCom to pursue alternative licensing models.

5. **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.

6. **Application Support.**

   Licensee agrees FairCom shall have no obligation to provide support for Licensee Applications or to provide support directly to Users of the Application.

7. **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.

8. **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.

IN WITNESS WHEREOF, Licensee has caused this Amendment to be executed by its duly authorized representative as follows:

_____
Signature of Authorized Representative

_____
Printed Name and Title of Authorized Representative

_____
Date of Execution

_____
Company Name:

_____
Address:

_____
Phone #:

_____
E-mail:

_____
State/Country of Incorporation:

_____
Application Name(s):

_____
Functional Purpose:

_____
Supported Platforms (Windows, Mac, Linux, etc.):