



**Chrysalis Software, Inc. ("Licensor") • 126 Clock Tower Place, Suite 215, Carmel,
CA 93923**

Fax all Documents to: Julie Blue • 831-309-6442

SOFTWARE LICENSE

PREAMBLE

WHEREAS, Customer desires to license from Licensor, for Customer's use certain standard software products of Licensor and/or certain customized application software to be integrated into Customer's call center systems, and Licensor desires to license, design, develop, and provide to Customer such standard and/or customized application software.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Services and Software. Licensor shall license Customer one or more of Licensor's standard software products set forth in herein and/or shall perform the software development services as required to develop the customized application software.

.2 Software License and Ownership Rights. Subject to the terms of this Agreement, upon payment by Customer of all fees specified herein, Licensor hereby grants to Customer a non-exclusive, nontransferable run-time license for Customer use only at the locations and the number of systems specified in Exhibit A or any Statement of Work (as applicable). Additionally, the foregoing license will be limited to the number of Concurrent Users set forth in herein. "Concurrent User(s)" means the maximum number of individual simultaneous users of the Software, measured at any point in time during the term of the applicable license, who are permitted to use the Software. All rights not expressly provided herein, are expressly prohibited.

Notwithstanding anything to the contrary in this Agreement, the license to Customer shall terminate and shall not survive the termination of this Agreement in the event of termination of this Agreement by Licensor for default by Customer.

The Customer License Agreement shall require that the Customer not (nor shall it permit any third party to): (i) license, sublicense, distribute, assign, transfer or use the Software, except as specifically permitted under the Customer License Agreement; (ii) copy the Software, except as expressly provided therein; (iii) disassemble, decompile, reverse engineer, modify, or create derivative works based on the Software or associated documentation, except in the area of the graphical user interface provided by Licensor; (iv) translate any portion of the Software or

associated documentation into any other format or language without the prior written consent of Licensor;

Customer agrees that it will not (i) knowingly make any false or misleading representations concerning this Agreement, Customer's rights and obligations under this Agreement, Licensor, any of the Software or any related documentation, or (ii) distribute any Software to any other entity.

Customer has no right to exploit Licensor's intellectual property except as specifically set forth in this Agreement. Licensor retains ownership of all intellectual property rights (including, without limitation, copyrights, patents, know-how, technology, source code, trade secrets and trademarks) in and relating to the Software.

3. Testing Acceptance and Training. Upon installation, Licensor, in conjunction with Customer, is required to provide such service to the Customer, with the involvement of any such Customer, shall test the Software to verify that it functions in accordance with the specifications herein and shall notify Customer in writing when the testing is completed and the Software is ready for final inspection.

The functional specification provided to the Customer will be the standard against which acceptance will be measured.

Customer, with the involvement of any End-User (if applicable), shall have 30 days to accept or reject the Software ("Inspection Period"). If during the Inspection Period the Software does not operate in accordance with and conform to the specifications herein, Customer shall notify Licensor of such non-conformance. Such notice shall stop the Inspection Period.

Upon receipt of such notice of non-conformance, Licensor shall promptly correct the non-conformance, including, without limitation, the installation of program changes to the Software. Such corrective activities shall include re-testing of the Software by Licensor, in conjunction with Customer. Upon completion of its corrective activities, Licensor shall notify Customer in writing and upon such notice the Inspection Period shall re-start; provided, however, that in no event shall the Inspection Period extend over 60 days past the original commencement date of the Inspection Period.

The process described above shall apply each time Customer notifies Licensor during the Inspection Period of non-conformance by the Software. Upon the successful completion of the Inspection Period, including the correction of all non-conformances identified during the Inspection Period, Customer shall accept the Software in writing.

If acceptance of the Software has not occurred within sixty (60) days following the original commencement date of the Inspection Period because the Software does not operate in accordance with the specifications herein, then Licensor shall be deemed in default of this Agreement and Customer's sole remedy will be the termination of this Agreement.

4. Warranties of Services and the Software.

4.1 Licensor warrants to Customer that the Licensor's services shall be performed in a professional and highly skilled manner and to standards not less than those generally accepted in the industry and that for twelve (12) months following the date of acceptance of the Software by Customer ("Chrysalis Warranty Period"), the Software shall, in all material respects, (A) conform to and function in accordance with the specifications set forth herein, and (B) be free from material defects, bugs, errors and malfunctions and the media on which the Software is delivered shall be free from defects in materials and workmanship. During the Chrysalis Warranty Period, Licensor shall use commercially reasonable efforts to correct any failure of the services or the Software to conform to the above warranties. If a failure of the Software to conform to such warranties has a material adverse effect on the Customer's ability to use the Software ("Emergency"), Licensor shall attempt to isolate the defect or failure within four (4) hours of notice of the failure during Licensor's work hours of 8:00 a.m. to 5:00 p.m. Central time, Monday through Friday excluding Licensor holidays. Failures of the Software to conform to such warranties which do not constitute an Emergency shall normally be corrected and a program fix or patch installed at the Customer's site within 48 hours of notice of the failure during Licensor's normal work hours. The foregoing warranties shall not apply: (i) to the extent a failure of the Software is caused by repair or modifications by other than Licensor or its agents, except as authorized by Licensor, which authorization shall not be unreasonably withheld, (ii) with respect to any error caused by Customer's or any Customer's (as the case may be) unauthorized or improper use of the Software, and (iii) with respect to any error caused by Customer's or any Customer's (as the case may be) use of the Software with hardware or other software that is neither specified or contemplated in the specifications set forth herein, nor has otherwise been approved in writing by Licensor. The foregoing warranty is hereby given solely for the benefit of Customer.

4.2 During the Inspection Period Licensor shall provide without charge during Licensor's normal work hours telephone support to Customer concerning the use and operation of the Software.

4.3 EXCEPT AS EXPRESSLY PROVIDED HERIN, THE SOFTWARE AND ITS RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND LICENSOR EXPRESSLY DISCLAIMS SUCH WARRANTIES. FURTHER, LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL SATISFY CUSTOMER'S PARTICULAR PURPOSE OR REQUIREMENTS OR THAT IT'S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE.

4.4 ANY LIABILITY OF LICENSOR WITH RESPECT TO ANY BREACH OF THE WARRANTY SET FORTH HEREIN WILL BE LIMITED EXCLUSIVELY TO COMMERCIALY REASONABLE EFFORTS BY LICENSOR TO REPAIR OR REPLACE

THE SOFTWARE PURSUANT THE TERMS HEREIN, OR, IF IN LICENSOR'S OPINION, REPAIR, OR REPLACEMENT IS INADEQUATE OR IMPRACTICAL AS A REMEDY, TO REFUND TO CUSTOMER THE FEES PAID TO LICENSOR FOR LICENSE RIGHTS GRANTED HEREIN. FEES FOR LICENSOR'S DEVELOPMENT SERVICES WILL NOT BE REFUNDED AFTER THE SIX (6) MONTH ANNIVERSARY OF CUSTOMER'S ACCEPTANCE OF THE SOFTWARE.

5. Continuing Support. For a period of three (3) years following the Chrysalis Warranty Period, Licensor shall offer and make available to Customer upon written order and payment by Customer (A) telephone support concerning the use and operation of the Software, (B) maintenance service on a per call or annual basis for the Software to correct or program around defects, bugs, errors and malfunctions in the Software and (C) development services for the enhancement of the Software. Such services, if ordered by Customer, shall be provided by Licensor at Licensor's current price and terms at the time Customer orders such services from Licensor.

6. All development services shall include a specification, project schedule and specified acceptance and warranty periods in accordance herein. Maintenance services and development services shall be ordered by Customer by issuance of purchase orders to Licensor referencing this Agreement; provided, however, that any terms contained or referenced in any such purchase order that are in addition to or are different from the terms and conditions of this Agreement are deemed rejected, and will not be binding on Licensor in any way.