

## Compiere Subscription Agreement

PLEASE READ THIS COMPIERE SUBSCRIPTION AGREEMENT BEFORE PURCHASING OR USING THE SUBSCRIPTION SERVICES. BY USING OR PURCHASING THE SUBSCRIPTION SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE SUBSCRIPTION SERVICES.

THIS COMPIERE SUBSCRIPTION AGREEMENT, INCLUDING ALL EXHIBITS ("AGREEMENT"), IS BETWEEN COMPIERE, INC. ("COMPIERE") AND THE PURCHASER OR USER OF COMPIERE SERVICES THAT ACCEPTS THE TERMS OF THIS COMPIERE SUBSCRIPTION AGREEMENT ("CUSTOMER"). THE EFFECTIVE DATE OF THIS AGREEMENT ("EFFECTIVE DATE") IS THE EARLIER OF THE DATE THAT CUSTOMER ACCEPTS THIS AGREEMENT BY ENTERING INTO AN ORDER FORM OR THE DATE THAT CUSTOMER USES COMPIERE SUBSCRIPTION SERVICES. ALL SUBSCRIPTION SERVICES ARE GOVERNED BY THE TERMS OF THIS AGREEMENT. ALL CAPITALIZED TERMS WILL BE AS DEFINED IN SECTION 14.

### 1. Support Services.

(a) During the Subscription Period, Compiere will provide the Support Services for the Authorized Users based on the Subscription Edition selected on the Order Form. If the number of Users exceeds the number of Authorized Users, Customer must promptly provide a written report to Compiere of the number of actual Users who are not Authorized Users and pay the relevant fee to enable all Users to become Authorized Users. Customer will be responsible for any act or omission of Customer's Authorized Users and their compliance with all of the terms of this Agreement. Any action or breach of the terms of this Agreement by any of Customer's Users will be deemed an action or breach by Customer.

(b) Support Services will be provided only on unmodified versions of the Product. Each Compiere Subscription Agreement and License covers one System and additional fees will be due for each additional System. Compiere will use reasonable commercial efforts to respond to the Support Request within the Response Time in Table 1 of the Agreement for the applicable Subscription Edition selected. Compiere warrants that the Support Services will be performed with reasonable care and skill. If Customer believes that the Support Services have not met this standard, Customer will promptly report such failure to Compiere (but in any case no later than thirty (30) days after such failure). Customer's sole and exclusive remedy, and Compiere's entire liability for a failure of the foregoing warranty, will be for Compiere to promptly re-perform the Support Services free of charge so that it conforms to the warranty in this Section.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 1, COMPIERE PROVIDES THE SUPPORT SERVICES AND PRODUCT TO CUSTOMER AND THE AUTHORIZED USERS "AS IS." COMPIERE DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

(d) Customer agrees that as a condition of Compiere's providing the Support Services, Customer:

(i) will migrate to the most current version of the Product at least once per year using the Compiere Version Migration Services to enable Compiere to provide effective ongoing support. Support Services will only be provided for the most recent Version of the Product.

(ii) acknowledges that the Product includes modules that report the number of Users and enable Compiere to monitor certain usage of the Product ("Auxiliary Software") which is fundamental to the business of Compiere. Notwithstanding any other agreement, neither Customer nor Customer's Users may modify or remove any portion of the Auxiliary Software. The violation of this prohibition will be deemed a material breach of this Agreement and Compiere may immediately terminate this Agreement.

(iii) will not fork any version of, or offer or promote any forked version of, any software product released by Compiere including the Product. "Forking" means to bifurcate the source code for the software into a separately maintained source code repository for the purpose of creating a competing new software product.

(iv) will not provide hosting, time-sharing or similar services for third parties (support for such services are available under a separate Hosting Services Agreement).

### 2. Support Requests.

(a) Before submitting any Support Request to Compiere, Customer agrees to review the Documentation, try to replicate the Error in an unmodified version of the latest release of the Product, and research other support requests and bug reports available at [www.compiere.com/support/support-requests.php](http://www.compiere.com/support/support-requests.php). If Customer has modified the Product, Customer must inform Compiere about the nature and extent of the modifications. Compiere may elect to provide Customer with support for Errors which are due to Customer's modification of the Product subject to the payment of a Support Request fee of \$150 per hour on the terms in Section 6(d) whether or not Customer has used Customer's allocation of Support Requests for such term and regardless of which edition of the Software the Customer has subscribed to.

(b) The Authorized Representatives must have received training on the Product prior to their appointment as an Authorized Representative.

3. License Grant. The Product is licensed to the Customer under the terms of Exhibit 1 of the Agreement.

4. Disclaimer of Consequential Damages NEITHER COMPIERE NOR ITS LICENSORS WILL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA,  
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REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF COMPIERE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

5. Limitation of Liability. IN NO EVENT WILL COMPIERE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.

6. Fees.

(a) In consideration of the Support Services and the other obligations of Compiere hereunder, Customer agrees to pay Compiere applicable fees for the number Authorized Users of the Product set forth on the Order Form. Compiere will not provide any Support Services until it receives payment from Customer of the initial fees due. Such fees will be due for Renewal Terms, thirty (30) days prior to the commencement of the Renewal Term. All payments due are in U.S. dollars in advance unless otherwise indicated on the Order Form. The failure to pay the appropriate fees when due is cause for termination of this Agreement.

(b) Compiere may modify the fee schedule and other terms of this Agreement and such changes will only be effective during the relevant Renewal Term.

(c) Customer may add more Authorized Users, subject to the payment of the applicable fees; provided that any payments during the term of a Subscription Period will be pro rated for the period between the date the User first obtained access ("First Access Date") to the Product and the rest of the current Initial Term or Renewal Term. However, if such payment is not made within thirty (30) days after the First Access Date, Customer will pay an additional late fee of 20% of the amount due.

(d) If applicable, Customer will pay Compiere the additional Support Request fee within thirty (30) days after the use of a Support Request which exceeds the allocation of Support Requests for Customer's level of Support Services in Table 1.

(e) Interest will accrue on late or delinquent payments at one-and-one-half percent (1.5%) per month (or the highest rate permitted by law, whichever is lower) from the due date until the date paid in full. Customer will be responsible for all expenses (including attorneys' fees) Compiere incurs in collecting undisputed late, unpaid or delinquent amounts.

(g) Customer will also pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial or local government entity or any non-US government entity on the transactions contemplated by this Agreement, excluding taxes based upon Compiere's net income. If any applicable law requires Customer to withhold amounts from any payments to Compiere under this Agreement, (a) Customer will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Compiere with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Compiere receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Compiere would have received and retained absent the required deduction or withholding.

(h) At Compiere's request, but in no event more than twice per year, and upon reasonable prior notice, Compiere may audit Customer's usage and records to ensure that Customer is using the Products and/or Support Services in compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's offices and will not interfere unreasonably with Customer's business activities. If an audit reveals that Customer has underpaid Customer's total fees (for example, by reason of Customer's use of more Authorized Users than Customer has paid for) by more than five percent (5%), then Customer will pay Compiere's reasonable costs of conducting the audit, in addition to the underpaid amount. Compiere will have the right to report the results of any such audit to Third-Party Software licensors.

7. Term and Termination

(a) This Agreement is effective as of the Effective Date and will continue for the Initial Term and will automatically renew for additional Renewal Terms on the terms of the then most current version of the Compiere Subscription Agreement as provided on the Compiere website, unless a party has provided notice to the other party of its intent not to renew at least thirty (30) days prior to the end of the then-current Term. Customer may terminate this Agreement at any time, but, Customer will not receive any refund of fees paid.

(b) Compiere may terminate this Agreement on thirty (30) days written notice if Customer breaches any term of this Agreement, unless such breach is cured by Customer within thirty (30) days of receipt of notice thereof.

(c) Customer may upgrade to the Enterprise Edition or Professional Edition by giving written notice to Compiere and paying the fee set by Compiere for the Enterprise Edition or Professional Edition for the number of Authorized Users. Unless Customer gives written notice at the time of renewal of the Agreement that it is changing its Subscription Edition, the Subscription Edition for the Renewal Term will be the same as the prior term.

(d) Upon termination, Customer's rights under this Agreement will terminate. If Customer terminates this Agreement and later elects to enter into a new subscription agreement, then Customer may be required to pay a reasonable reinstatement fee to be determined by Compiere.

(e) The following sections will survive termination: 1(c), 4, 5, 6, 8, 9, 10, 12, 13 and 14.

8. Intellectual Property Rights. All rights, title and interest, in and to intellectual property embodied in the Products or Services and any improved, updated, modified or additional parts thereof, will at all times remain the property of Compiere or its licensors. The Products are protected by United States copyright laws and international treaty provisions. Customer may not remove the copyright notice from the Products,

Documentation, Training Materials or other content. Nothing herein will give or be deemed to give Customer any right, title or interest in or to the same except as expressly provided in this Agreement. Compiere reserves all rights not expressly granted in this Agreement.

9. **Mutual Confidentiality.** Any information that one party provides to the other party during the term of this Agreement that is identified at the time of disclosure as confidential will be confidential information (all of the foregoing collectively are referred to as "Confidential Information") of the disclosing party (the "Disclosing Party"). The party receiving the Confidential Information of the Disclosing Party (the "Receiving Party") will only use the Confidential Information to perform its obligations under this Agreement and agrees not to disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees of the Receiving Party who require access to the Confidential Information to perform under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit either party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information, or (d) which is or becomes publicly available through no breach of this Agreement. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or a preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. Within five (5) days after a Disclosing Party's request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information. If there is any conflict between this Section 8 and a separate non-disclosure agreement entered by the parties, this Agreement will control.

10. **Contribution.** If Customer, Customer's employees, contractors or Affiliates contribute to the Products by sharing or providing requirements, design, code, documentation or procedures, or if Customer identified and/or fixed a bug in the Products, all intellectual property will be Compieri's and Customer agrees that it is contributing Customer's requirements, design, code, documentation or procedures or bug fixes to Compieri through the Compieri Contributor Agreement in its current version on Compieri's website at <http://www.compiere.com/terms/contributor-agreement.pdf> and by entering into this Agreement, Customer agrees to the terms and conditions of the Compieri Contributor Agreement.

11. **Reference.** Customer will allow Compieri to refer to Customer as a customer reference for new potential users of the Products. After using the Products in production, Customer will work with Compieri to create and publish a success story. The success story can be anonymous.

12. **Non-Assertion.** Customer irrevocably covenants and agrees on behalf of itself and Customer's successors and assigns not to Assert against Compieri and its licensees, both direct and indirect, including without limitation, its distributors and end users, any claim that any products or services developed or distributed by Compieri infringes or misappropriates any intellectual property right owned or exclusively licensed by Customer or any of its affiliates. For the avoidance of doubt, the foregoing covenant precludes any suits or assertions against Compieri under a theory of infringement or misappropriation, or any similar theory based on Compieri and its licensees, both direct and indirect, including without limitation, its distributors and end users', sale, distribution or use of products or services developed or distributed by Compieri.

13. **General.** Except as expressly provided herein, Customer may not assign Customer's rights or delegate Customer's obligations under this Agreement, without the prior written consent of Compieri, except to the surviving entity in a merger or consolidation of Customer or to a purchaser of all or substantially all of Customer's assets and such surviving entity or purchaser expressly assumes this Agreement in writing. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions, and Customer and Compieri agree to submit to the personal and exclusive jurisdiction of the courts located in San Mateo, California. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any license agreements appearing with or in the software products comprising the Products, this Agreement will prevail. This Agreement and the documents referenced in this Agreement, constitute the entire agreement between Customer and Compieri relating to its subject matter and all terms herein and supersedes all prior or contemporaneous agreements or understandings. Any notices permitted or required under this Agreement will be in writing, and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail.

14. **Definitions.** The capitalized terms in the Agreement will have the following meanings:

"Affiliates" means any entity which is controlled, controlling or under common control with a party. For the purposes of this section, the ownership of fifty percent (50%) or more of the voting securities of an entity will be deemed to be control.

"Assert" means to (i) threaten, file, initiate, maintain or pursue an action, claim, lawsuit, arbitration, inquiry or investigation (an "Action") before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or part, (ii) maintain a financial interest in any Action; or (iii) prompt, cooperate with or impose an obligation on a third party to threaten, file, initiate, maintain or prosecute an Action.

"Authorized Representative" means the person or persons designated by Customer to communicate with Compiere about Errors and submit Support Requests. Individuals must be trained in the use of Compiere software prior to being designated as an Authorized Representative.

"Authorized Users" means the number of Users set forth on the Order Form and for which Customer has paid the appropriate fees. All Users of the System must become Authorized Users.

"Service Packs" means error corrections and/or updates to the Products which are released by Compiere from time to time following a General Release of the Products.

"Documentation" means the documentation describing the functional specifications of the Products.

"General Release" means error corrections and/or updates to the Products which are released by Compiere to its customers.

"Initial Term" means the one calendar year period beginning upon the Effective Date.

"Intellectual Property Rights" means the copyrights, patents and trade secrets owned by Compiere. Intellectual Property Rights does not include trademark, service marks or domain names.

"Internal Business Purposes" means the internal business purposes of Customer and Customer's Affiliates. It does not include providing services to third parties which can be done under the terms of a separate ASP License Agreement.

"Normal Business Hours" means 9AM to 5PM Pacific Standard Time excluding weekends and holidays.

"Phone Support" means providing the Support Services by phone during Normal Business Hours.

"Priority 1 Issue" means an Issue in which a Product is not functioning or the performance of a major function is severely degraded from the Documentation. Compiere will determine whether an Issue is a Priority 1 Issue.

"Product" means the Compiere Enterprise, Professional or Standard Edition software subscription selected on the Order Confirmation Form or Order Form and the Updates, if any, licensed by Compiere.

"Product Defect" means a reproducible behavior in the Product that causes the Product not to operate substantially in accordance with its Documentation.

"Product Defect Report" means the report of a Product Defect using the designated procedure to report an Error and ask for resolution.

"Production System" means a single installation of the Product running with a single database schema for operational purposes owned or controlled by Customer in a production environment.

"Renewal Term(s)" means the successive one calendar year periods commencing immediately after the last day of the Initial Term or the most recent Renewal Term, as applicable.

"Response" means Compiere's acknowledgment of a Support Request received from Customer's Authorized Representative.

"Response Time" means, for any single Support Request, the elapsed period measured from the time that Customer's Authorized Representative initiates the incident until Compiere provides a Response.

"Selected License" means the license for a Product selected by Customer on the Order Form.

"Subscription Period" means the Initial Term and any Renewal Term except as terminated in Section 7.

"Support Request" means a request communicated by Customer's Authorized Representative to Compiere using the designated procedure to submit a support request and ask for resolution. Compiere will determine whether a Support Request is categorized as a Product Defect report.

"Support Services" means the service to Authorized Customer Representatives provided by Compiere or its designee of assisting in the installation, use and maintenance to the Product. Table 1 of the Agreement lists the Support Services provided to the Customer. Support Services do not include consulting services such as (i) optimization of the Product or environment, (ii) modification or extension of functionality, (iii) programming assistance (iv) performance tuning, or advanced use of the technology stack (e.g. high availability, clustering) (v) advice regarding what business objectives and tasks may be preferable and (vi) establishment of the support and/or set up of business processes.

"System" means a Production System. The System will also include a temporary transfer to another computer in the event of a computer malfunction of the computer from the original System. This Agreement will cover a single Production System. If Customer adds another Production System or makes the Product available to any entity not classified as an affiliate, it will need to execute additional agreements.

"Test System" means a single installation of the Product running with a single database schema in an environment for test or quality assurance purposes which is owned or controlled by Customer. A Test System cannot be used for production purposes.

"Term" means the relevant Initial Term or Renewal Term.

"Update" means any error corrections and/or updates to the Product made available to its licensees by Compiere as part of the Support Services. The type of Updates a customer is entitled to depends on the Subscription Edition that Customer has selected as defined in Table 1.

"Users" means any individual who has one or more roles and can login to use the Product on a particular Production System and will be limited to employees and contractors of Customer and Customer's Affiliate(s); provided however that Customer has the obligation to impose the conditions of use in this Agreement on any contractors and Customer is responsible for Customer's contractors' compliance with the terms of this Agreement. Users also include any employees or contractors accessing the Product through external computer programs or generating transactions through electronic devices. Users are counted for each Production System using the Product to which they have access. For

example, the same employee having access to two Production Systems must be counted as a User for each System under each Agreement (i.e. a Customer with two Agreements must count any Authorized Users with access to both systems as an Authorized User under each Agreement). Users of Affiliates are Customer's Authorized Users unless the Affiliate is bound by a separate Compiere Subscription Agreement and Licenses.

"User Manual" means the documentation on how to use the Product as modified from time to time by Compiere. The User Manual is found at <http://www.compiere.com/wstore/>

"Version" means the current version of the Product.

Some additional terms are defined in the section in which they are used.

COMPIERE'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN AND THE AGREEMENT ATTACHED HERETO. NO ADDITIONAL TERMS OR MODIFICATIONS PROPOSED BY COMPIERE WILL BE BINDING ON COMPIERE UNLESS EXPRESSLY AGREED TO BY COMPIERE IN WRITING. ANY TERMS OR CONDITIONS OF ANY PURCHASE ORDER BY CUSTOMER WHICH ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS OF THE AGREEMENT ARE INVALID.

**Table 1  
Compiere Support Services**

This Table 1 describes the Support Services that Compiere makes available during Normal Business Hours based on the Subscription Edition selected on the Order Form.

	<b>Standard Edition</b>	<b>Professional Edition or Enterprise Edition</b>
<b>Free Support Requests</b>	1/user/year	Unlimited
<b>Fee per Support Request</b>	\$120	No charge
<b>Target Response Time for Priority 1 Issues</b>	3 Business Days	1 Business Day
<b>Phone Support</b>	No	Yes
<b>Access to Automated Upgrade Tools</b>	Yes	Yes
<b>Access to Updates</b>	Service Packs	Service Packs plus latest fixes as available
<b>Compiere Support for Database Issues</b>	Yes, if Database license purchased from Compiere	Yes, if Database license purchased from Compiere

Note: Fees and Support Terms may be amended by Compiere from time to time and such changes will only be effective during the next Renewal Term.

Exhibit 1  
COMPIERE END USER LICENSE AGREEMENT

1. Compiere Standard Edition Software License. If Customer selected Standard Edition on the Compiere Order Confirmation Form or Order Form, the Product is licensed to Customer under the GNU General Public License (GPL), Version 2, which can be located at the following URL: <http://www.gnu.org/licenses/gpl-2.0.html>, except that certain software packaged with the Software (the "Auxiliary Software") is subject to the terms of Compiere's Auxiliary Software License, which can be located at the following URL: <http://www.compiere.com/terms/auxiliary-software-license.pdf>, the terms of which are hereby incorporated by reference. Furthermore, certain other software including programs licensed from third parties have been included in the Product ("Third Party Software"). Customer's use of the Third Party Software is subject to the terms and conditions imposed by the licensors of such Third Party Software which may differ from the GPL and the Auxiliary Software License. Customer may view the relevant licenses for such Third Party Software through the links located at the following URL: <http://www.compiere.org/product/3rd-party.html>, the terms of which are hereby incorporated by reference. Customer agrees to comply with the terms and conditions contained in Compiere's Auxiliary Software License and all Third Party Software licenses with respect to the applicable Third Party Software.
  
2. Compiere Enterprise Edition or Professional Edition Software License. If Customer selected Compiere Enterprise Edition or Professional Edition, or any Enterprise Edition or Professional Edition options on the Compiere Order Confirmation Form or Order Form, the Product is licensed to Customer for use during the Subscription Period under the Commercial License Agreement found in Exhibit A.
  
3. Database Software License. If Customer elects to purchase Application-Specific Database Licenses from Compiere, those database licenses are licensed under the terms of the Commercial License Agreement found in Exhibit A. In addition, for an Oracle database the additional terms of Exhibit B apply. For an EnterpriseDB database the additional terms of Exhibit C apply.

Note: The definitions in Exhibit A apply to the entire End User License Agreement including all Exhibits.

COMPIERE'S ACCEPTANCE OF THIS AGREEMENT IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN AND THE EXHIBITS ATTACHED HERETO. NO ADDITIONAL TERMS OR MODIFICATIONS WILL BE BINDING ON COMPIERE UNLESS EXPRESSLY AGREED TO BY COMPIERE IN WRITING.

**EXHIBIT A**  
**COMPIERE COMMERCIAL LICENSE ("License")**

(Note: This Commercial License does not apply to any open source components or any software licensed from a third party listed at <http://www.compiere.org/product/3rd-party.html>)

1. License Grant. During the Subscription Period Compiere grants to Customer a non-transferable, non-exclusive, limited license under the Intellectual Property Rights to use the Product selected on the Compiere Order Confirmation Form or Order Form solely for Internal Business Purposes on the Systems and with the number of Authorized Users for such System.
2. License Restrictions. Except as expressly provided herein, this License does NOT permit Customer or any third party to:
  - (a) redistribute the Product or any Updates to the Product;
  - (b) redistribute modifications to the Product or modifications to any Updates;
  - (c) copy the Product onto any public or distributed network with intent to time share the Product, use the Product to act as a service bureau or subscription service, sublicense, rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the Product;
  - (d) remove any proprietary markings, copyright, notices, logos, trademarks, trade names or labels on the Product; provided, however, that Customer may display Customer's logo where the Product permits; or
  - (e) publish the results of any benchmark tests run on the Product.

Included with the Product are additional Compiere modules distributed in object code form only ("Auxiliary Software") that manage access to third party software and monitor certain usage of the Product which is fundamental to the business of Compiere. Customer may not reverse engineer, modify or remove any portion of the Auxiliary Software.

Except as expressly set forth in Section 1, no licenses of any kind are granted hereunder, whether by implication, estoppel or otherwise.

3. Third-Party Software. "Third-Party Software" means certain software that Customer licenses from third parties. Customer's use of the Third-Party Software is subject to and governed by the terms and conditions imposed by their respective licenses, except that this Section 3 ("Third-Party Software"), Section 7 ("Disclaimer of Consequential Damages"), Section 8 ("Limitation of Liability") and Section 9 ("Intellectual Property Rights") of this Exhibit also govern Customer's use of the Third-Party Software. Customer may view the relevant licenses and notices for such Third-Party Software by visiting the link(s) referenced at <http://www.compiere.org/product/3rd-party.html>, the terms of which are hereby incorporated by reference. Customer agrees to comply with the terms and conditions contained in all such Third-Party Software licenses. Customer is hereby notified that certain persons and entities who have licensed Third-Party Software to Compiere for inclusion in the Product are third party beneficiaries to this License as it applies to their respective software product(s) included in the Product.

4. Acceptance of Product. Each Product will be deemed accepted on the date this License is granted and any Updates will be deemed accepted by Customer upon Customer's installation of the Update.

5. Indemnification. Upon notice of an alleged infringement or if in Compiere's opinion such a claim is likely, Compiere will have the right, at its sole option, to modify the Product or substitute other non-infringing software with similar operating capabilities. Compiere will defend, indemnify and hold Customer harmless against any and all damages, costs, liabilities, expenses (including reasonable attorneys' fees) and settlement amounts incurred in connection with any suit, claim, or action by any third party alleging that the Product provided by Compiere, excluding any Third-Party Software, furnished and used within the scope of this License infringe any copyright arising under the laws of United States. The foregoing indemnity obligation will not extend to any claims of infringement arising out of or related to (i) a modification of the Product by anyone other than Compiere; (ii) a combination of the Product with any third party software or hardware where such combination is the cause of such infringement; or (iii) the use of a version of the Product other than the then-current version if infringement would have been avoided by the use of the then-current version; or (iv) the Third-Party Software. Compiere's obligation to indemnify hereunder is subject to Customer (a) giving Compiere prompt written notice of any such claim; (b) giving Compiere sole control over the defense and settlement of any such claim; (c) providing full cooperation for the defense of any such claim, at Compiere's expense; and (d) not entering into any settlement or compromise of any such claim without Compiere's prior written approval. In Compiere's sole discretion, Compiere may refund a reasonable depreciated amount of the fees paid by Customer for the infringing copies of the Product upon Customer's return of such Product to Compiere. THIS SECTION 5 APPLIES ONLY TO THE COMPIERE ENTERPRISE EDITION OR PROFESSIONAL EDITION. THIS SECTION 5 ("INDEMNIFICATION") SETS FORTH COMPIERE'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT BY THE PRODUCT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

6. U.S. Government End Users. The Product under this License is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR")

and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

7. Disclaimer of Consequential Damages. NEITHER COMPIERE NOR ITS LICENSORS WILL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS LICENSE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA, WHETHER ARISING IN TORT, CONTRACT, STATUTE OR OTHERWISE, AND EVEN IF COMPIERE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Limitation of Liability. COMPIERE'S AND ITS LICENSOR'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS LICENSE, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT CUSTOMER PAID TO COMPIERE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

9. Intellectual Property Rights. All rights, title and interest, in and to intellectual property embodied in the Product and / or Services and any improved, updated, modified or additional parts thereof, will at all times remain the property of Compiere or its licensors. The Product is protected by United States copyright laws and international treaty provisions. Customer may not remove the copyright notice from the Product, Documentation, Training Materials or other content. Nothing herein will give or be deemed to give Customer any right, title or interest in or to the same except as expressly provided in this License. Compiere reserves all rights not expressly granted in this License.

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**15. Definitions.** The capitalized terms in the License will have the following meanings:

"Affiliates" means any entity which is controlled, controlling or under common control with a party. For the purposes of this section, the ownership of fifty percent (50%) or more of the voting securities of an entity will be deemed to be control.

"Assert" means to (i) threaten, file, initiate, maintain or pursue an action, claim, lawsuit, arbitration, inquiry or investigation (an "Action") before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or part, (ii) maintain a financial interest in any Action; or (iii) prompt, cooperate with or impose an obligation on a third party to threaten, file, initiate, maintain or prosecute an Action.

"Authorized Users" means the number of Users set forth on the Compiere Order Confirmation Form or Order Form and for which Customer has paid the appropriate fees. All Users of the System must become Authorized Users. The failure to pay the appropriate fees when due is cause for termination of this License.

"Auxiliary Software" means certain Compiere modules distributed in object code form only that manage access to third party software and control certain usage of the Product which is fundamental to the business of Compiere.

"Customer" means the Customer name as listed on the Compiere Order Confirmation Form or Order Form.

"Documentation" means the documentation describing the functional specifications of the Product found at <http://www.compiere.com/wstore/>.

"Effective Date" means the first date that the Compiere Order Confirmation form or Order Form has been executed by both the Customer and either Compiere or Compiere's partner.

"Initial Term" means the one calendar year period beginning upon the Effective Date.

"Intellectual Property Rights" means the copyrights, patents and trade secrets owned by Compiere. Intellectual Property Rights does not include trademark, service marks or domain names.

"Internal Business Purposes" means the internal business purposes of Customer and Customer's Affiliates. It does not include providing services to third parties.

"Production System" means a single installation of a Product running with a single database schema for operational purposes owned or controlled by Customer in a production environment.

"Renewal Term(s)" means the successive one calendar year periods commencing immediately after the last day of the Initial Term or the most recent Renewal Term, as applicable.

"Product" means the Compiere Enterprise or Professional Edition software subscription selected on the Compiere Order Confirmation Form or Order Form and the Updates, if any, licensed by Compiere.

"Subscription Period" means the Initial Term and any Renewal Term.

"System" means a Production System. The System will also include a temporary transfer to another computer in the event of a computer malfunction of the computer from the original System. This License will cover a single Production System. If Customer adds another Production System or makes the Product available to any entity not classified as an Affiliate, it will need to obtain additional Licenses.

"Term" means the relevant Initial Term or Renewal Term.

"Update" means any error corrections and/or updates to the Product made available to its licensees by Compiere.

"Users" means any individual who has one or more roles and can login to use the Product on a particular Production System and will be limited to employees and contractors of Customer and Customer's Affiliate(s); provided however that Customer has the obligation to impose the conditions of use in this License on any contractors and Customer is responsible for Customer's contractors' compliance with the terms of this License. Users also include any employees or contractors accessing the Product through external computer programs or generating transactions through electronic devices. Users are counted for each Production System using the Product to which they have access. For example, the same employee having access to two Production Systems must be counted as a User for each System under each License (i.e. a Customer with two Licenses must count any Authorized Users with access to both systems as an Authorized User under each License). Users of Affiliates are Customer's Authorized Users unless the Affiliate is bound by a separate Compiere Subscription Agreement and License.

**Exhibit B**  
**Oracle Application Specific Full Use Database License**  
**for use with the Product**

This "Oracle for Compiere" Application Specific Full Use Database license (Oracle Programs) is available for purchase only as part of an active Compiere Subscription and License Agreement. Use of this license is restricted and subject to the following terms:

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2. Customer may modify the Product to meet customer's specific business needs and may use third party reporting tools, so long as the modifications and reporting is within the functional scope of the Product. If modifications/extensions are beyond the scope of the Product, an Oracle Full Use license is required.
3. User-based licensing is an option when all users are Authorized Users. If you are using the Web Store self service functionality (eg. orders, requests) where the precise number of users cannot be counted, processor-based licensing is required.
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