



Software End User License Agreement

THANK YOU FOR CHOOSING THE MYPROJECT ROADMAP™ SOFTWARE PRODUCT (TOGETHER WITH ITS ACCOMPANYING USER'S GUIDE). THIS LICENSE IS THE LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU (A SINGLE INDIVIDUAL), THE CUSTOMER WHO HAS ACQUIRED THE SOFTWARE ("YOU") AND MASAI TECHNOLOGIES CORPORATION ("MTC INTEGRATION CORPORATION"). PLEASE READ THIS AGREEMENT CAREFULLY.

MTC INTEGRATION CORPORATION IS ONLY WILLING TO PROVIDE THE SOFTWARE TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT BY INSTALLING OR USING THE SOFTWARE.

IF YOU DID NOT ACQUIRE THE SOFTWARE FROM MTC INTEGRATION CORPORATION OR AN AUTHORIZED MTC INTEGRATION DISTRIBUTOR OR AFFILIATE ("AUTHORIZED DISTRIBUTOR"), THEN YOU MAY NOT ENTER INTO THIS AGREEMENT OR USE THE SOFTWARE. NO OTHER PARTY HAS THE RIGHT TO TRANSFER A COPY OF THIS SOFTWARE TO YOU. MTC INTEGRATION CORPORATION AUTHORIZED DISTRIBUTORS AND AFFILIATES ARE LISTED ON OUR WEBSITE (WWW.MYPROJECTROADMAP.COM).

IF YOU ARE UNWILLING TO ACCEPT THIS AGREEMENT, DO NOT USE THE SOFTWARE. IF YOU HAVE ALREADY PAID FOR THE SOFTWARE WITHOUT HAVING A PRIOR OPPORTUNITY TO REVIEW THIS AGREEMENT, AND ARE NOW UNWILLING TO AGREE TO THESE TERMS, YOU MAY WITHIN TEN (10) DAYS AFTER THE DATE ON WHICH YOU ACQUIRED THE SOFTWARE, RETURN IT TO MTC INTEGRATION CORPORATION OR ONE OF OUR AUTHORIZED DISTRIBUTORS FROM WHO YOU ACQUIRED IT, ALONG WITH ITS ORIGINAL PACKAGING AND PROOF-OF-PURCHASE, FOR A FULL REFUND.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AUTHORIZED MTC INTEGRATION DISTRIBUTORS DO NOT ACT AS AGENTS OF MTC INTEGRATION CORPORATION, AND SUCH DISTRIBUTORS MAY NOT ENTER INTO ANY CONTRACTS ON BEHALF OF MTC INTEGRATION CORPORATION. NO AUTHORIZED DISTRIBUTOR HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS AGREEMENT.

1. GRANT OF SINGLE USER LICENSE.

MTC Integration Corporation grants you the license to use one copy of the enclosed SOFTWARE PRODUCT on a single computer. You may not install the SOFTWARE PRODUCT on a network server if the purchaser is an employee of the purchasing company. The SOFTWARE PRODUCT templates can be used by one person at the same time. If the purchaser is a single individual, the individual may not install the SOFTWARE on a network server.

2. FORCE MAJEURE.

MTC Integration Corporation shall not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Software or Services caused by any acts of God, strikes, lockouts, riots, acts of war, changes in law or regulations, fire, flood, earthquake, storm, power failure or failure of the Internet.

3. LIMITATIONS ON COPYRIGHT.

The SOFTWARE PRODUCT is owned by MTC Integration Corporation and is protected by United States copyright laws and international treaty provisions. You make one copy of the SOFTWARE PRODUCT for backup purposes provided that you reproduce all copyright and other proprietary notices that are on the original copy of the SOFTWARE PRODUCT provided to you. You may create derivative works from the SOFTWARE PRODUCT to capture your requirements.

4. TRANSFER.

You may not rent or lease the SOFTWARE PRODUCT, but may transfer the SOFTWARE PRODUCT and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this agreement.



5. Returns.

MYPROJECT ROADMAP™ will issue a refund with an original receipt, unopened product box with the original packing with full contents. OPENED software may not be returned for a refund.

If you successfully download software, you may not return the software for a refund.

5.1 Online Purchases.

Returns via online purchases will be honored if you have proof of purchase, product packing slip, and an unopened product box. If your packing slip is missing please contact our corporate office within the 15 days from purchase for clarification before attempting to return the product. All items must be accompanied by a copy of the original receipt and must be in the original, unopened and undamaged packaging. Refunds or credits do not include original shipping and handling charges.

5.2 Software Downloads

If you successfully download software, you may not return the software for a refund. If you are unable to download the software, you may be eligible for a refund. To request a refund, our customer service department at: customerservice@myprojectroadmap.com, during normal business hours (Monday – Friday 8:30 p.m. – 5:00 p.m.) within 15 days of purchase. No refunds or exchanges are allowed after 15 days from purchase. MYPROJECT ROADMAP™ will only accept returns of downloaded software in compliance with the applicable EULA. A signed letter of destruction may be required from you prior to MTC Integration Corporation issuing a refund.

Shipping fees will not be refunded if shipment is refused at time of delivery.

Refunds on purchases made with a credit card will be posted to the original credit card used at the time of sale.

6. LIMITED WARRANTY.

MTC Integration Corporation warrants that the SOFTWARE PRODUCT enclosed herein will perform substantially in accordance with the accompanying written materials for a period of FIFTEEN (15) days from the date of receipt of the SOFTWARE PRODUCT. Any implied warranties on the MTC software product are limited to FIFTEEN (15) days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Your sole remedy under the warrant during this FIFTEEN (15) day period is that MTC Integration Corporation will undertake to correct within a reasonable period of time any reported failure of the SOFTWARE PRODUCT to perform substantially the functions described in the documentation, correct errors in the documentation, and replace any documents which proves defective in materials or workmanship on an exchange basis without charge. These are your sole and exclusive remedies for any breach of warranty during this FIFTEEN (15) day period.

To request warrant replacement of the product from MTC Integration Corporation, you should contact our Michigan office within the warranty period during normal business hours (Eastern Time), excluding holidays. Please be prepared to provide:

- 1) Your name, address, and telephone number
- 2) Proof of purchase
- 3) This warranty page
- 4) An explanation of the problem

NOTE: The customer service representative may need additional information from you depending on the nature of the problem.

MTC INTEGRATION CORPORATION DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER THAT VARIES FROM STATE TO STATE.



7. LIMITATIONS OF REMEDIES.

In no event shall MTC Integration Corporation or its suppliers be liable for any damage whatsoever (including, without limitation, damages from loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use of or inability to use this SOFTWARE PRODUCT. Because some states do not allow the limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

8. NOT FOR RESALE SOFTWARE.

IF THE SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," Then, notwithstanding other sections of this software license, your use of the SOFTWARE PRODUCT is limited to use for demonstration, test, or evaluation purpose and you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

9. LIMITATIONS ON LICENSE.

• RESERVE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity. You may not alter or modify any disabling mechanism that may be resident in the Software. You may not alter, merge, modify or adapt the Software or Documentation, nor in any way remove or obscure MTC Integration's copyright or trademark notices.

10. EVALUATION LICENSE.

If you have received a copy of the SOFTWARE PRODUCT from MTC Integration Corporation or one of its Authorized Distributor, but have not yet purchased a license to use the software, then MTC Integration Corporation grants you a personal, non-transferable, non-exclusive limited license to install and execute the Software for your own internal use solely for purposes of evaluating the Software for no more than (15) days after the date of installation. You will not be required to enter an activation code to install and use the Software under this evaluation license. When the Software is used on an evaluation basis, it may not have the full functionality or have the entire template documents described in its accompanying documentation.

11. BACKUP COPIES.

You may make a reasonable number of backup copies of the Software during the term of this Agreement so long as you do not save such backup copies for any purpose other than to replace the original copy of the Software provided to you by MTC Integration Corporation if such copy is damaged or destroyed.

12. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

You represent to MTC Integration Corporation that neither you or your licensed users shall use the SOFTWARE to post, input, email or otherwise transmit any content (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) that you do not have a right to transmit under a law or under contractual or fiduciary relationships; (iii) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (iv) that contains software viruses or similar harmful components or routines.

- You agree not to use the SOFTWARE in violations of any applicable local, state, national, or International law or regulation.
- You agree to promptly install and, when applicable, use Updates provided to you by MTC Integration Corporation.
- You acknowledge that successful implementation and use of the SOFTWARE depends upon Customer's provision of appropriate hardware and software, including without limitation, Microsoft Office Product or such other hardware or software as MTC Integration Corporation may suggest from time to time (the "Operating Environment"). A Customer is responsible for providing the Operating Environment at his/her own expense.



13. NOTICES.

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via certified mail, return receipt requests, addressed as set forth on the Order Form (except with respect to MTC Integration Corporation, which shall be addressed as set forth below) or to such other address as may be amended or modified only in writing to the other party and shall be deemed to have been given when received:

**MTC Integration Corporation
25900 Greenfield Rd, Suite 248
Oak Park, MI 48237
Attention: General Counsel**

14. GENERAL.

This agreement constitutes the entire understanding and agreement between MTC Integration Corporation and you with respect to the transactions contemplated in this Agreement and supercedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. You may not assign this Agreement in whole or in part without the prior written consent of MTC Integration Corporation. Any such attempted assignment in violation of this Agreement shall be void and without effect. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure on the part of MTC Integration Corporation or the Customer to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any written consent prior to any publication, presentation, public parties or the existence of terms and conditions of this Agreement. This Disclaimer of Warranties, Limitations on Liability, Indemnity, Notices, Force Majeure, Customer Representative, General and such other provisions, which by their nature should survive, will survive any termination or expiration of this Agreement. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT MAY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

ADDITIONAL RESTRICTIONS AND CONDITIONS

1. **NO TRADEMARK LICENSE.** No rights to use MYPROJECT ROADMAP logos or other trademarks are granted under this Agreement. If you would like to use the MYPROJECT ROADMAP or other trademarks, please contact **MTC Integration Corporation** to discuss becoming an authorized value added reseller.