



END-CUSTOMER AGREEMENT

Each End-Customer Agreement must include terms which are materially no less protective of Company's rights than those set forth below.

Access Rights. End-Customer is granted a limited term, non-sublicensable, non-transferable, and non-exclusive right to access and use the Services solely for End-Customer's internal business purposes and in accordance with the Documentation.

Exclusions. End-Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services (except to the extent such restrictions are contrary to applicable law); (b) modify, translate, or create derivative works based on the Services; (c) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (d) provide access to the Services to any person who is not an authorized user; (e) remove any proprietary notices or labels; (f) use the Services to build a similar or competitive product or service; or (g) otherwise use the Services in a manner inconsistent with the End-Customer Agreement.

Title and Protection. Company owns all worldwide right, title and interest in and to the Services and Documentation. End-Customer will not delete or alter the proprietary rights notices appearing on the Services or Documentation.

Confidentiality. End-Customer will hold the Documentation in confidence and will protect the same with at least the same degree of care with which the End-Customer protects its own similar confidential information.

Export. End-Customer will not export, re-export, or import the Services or Documentation without the appropriate United States or foreign government licenses.

Disclaimer of Liability. The End-Customer Agreement must state that Company and its suppliers and licensors disclaim any warranty of any kind directly to End-Customer, including any warranty of title, merchantability, fitness for a particular purpose or non-infringement.

Warranty. The End-Customer Agreement must disclaim Company's and its suppliers' and licensors' liability for any damages directly to the End-Customer, whether direct or indirect, incidental or consequential, arising in connection with the End-Customer Agreement and/or the End-Customer's use of the Services.

Third Party Beneficiary. Company is an intended third-party beneficiary of the End-Customer Agreement.

The foregoing references to "Company" may be made by referencing "[Customer's] licensor[s]" in the End-Customer Agreements.