

BAMBOO SOLUTIONS CORPORATION

SHAREPOINT USER GROUP PROMOTION APPLICATION AND LICENSE AGREEMENT

THIS SHAREPOINT USER GROUP PROMOTION APPLICATION AND LICENSE AGREEMENT (this "Agreement") is entered into as of _____, 20__, (the "Effective Date") by and between BAMBOO SOLUTIONS CORPORATION, a Virginia corporation having its principal offices at 11417 Sunset Hills Road, Suite 105, Reston VA, hereinafter referred to as "Bamboo Solutions" and

NAME OF USER GROUP: _____
TYPE OF ORGANIZATION (CORP, NON-PROFIT, INDIVIDUAL): _____
TAX ID NUMBER: _____
ADDRESS OF USER GROUP: (STREET) _____
(CITY) _____
(STATE/PROVINCE) _____
(POSTALCODE) _____
(COUNTRY) _____
PHONE NUMBER: _____
FAX NUMBER: _____
USER GROUP WEB SITE: _____
USER GROUP E-MAIL ADDRESS: _____
NAME OF ADMINISTRATOR/PRIMARY CONTACT: _____
TERRITORY SERVED/LOCATION OF MEMBERS: _____
APPROXIMATE MEMBERSHIP (#): _____
DESCRIPTION/PURPOSE OF USER GROUP: _____

Hereinafter referred to as "Licensee" (or "You" when that term is more clearly understandable in context)

Pursuant to the terms and conditions herein, Licensee hereby agrees to be bound by these terms and conditions, including the attached End-User Software License for Sharepoint User Group Promotion, and agrees to obtain from Bamboo Solutions, and Bamboo Solutions hereby agrees to provide to Licensee, a license to use the Bamboo Solutions Software and associated media and printed materials, which may include online or electronic documentation for the software product or software, together with the documentation and services described in the attached End-User Software License for Sharepoint User Group Promotion, which is incorporated fully into and is made a part of this Agreement by this reference.

BAMBOO SOLUTIONS AND LICENSEE, HAVING READ THIS AGREEMENT AND THE ATTACHED END-USER SOFTWARE LICENSE FOR SHAREPOINT USER GROUP PROMOTION AND ANY ADDENDA CONSTITUTING A PART HEREOF, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.

AGREED TO:

Group Name

By: _____
TITLE: _____
DATE: _____

ACCEPTED IN RESTON, VIRGINIA BY:
BAMBOO SOLUTIONS CORPORATION

By: _____
TITLE: _____
DATE: _____

END-USER SOFTWARE LICENSE AGREEMENT FOR SHAREPOINT USER GROUP PROMOTION

THIS END-USER SOFTWARE LICENSE AGREEMENT FOR BAMBOO SOLUTIONS (THE “**AGREEMENT**”) IS BETWEEN LICENSEE (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND BAMBOO SOLUTIONS CORPORATION (“**BAMBOO SOLUTIONS**”) FOR THE BAMBOO SOLUTIONS SOFTWARE AND ASSOCIATED MEDIA AND PRINTED MATERIALS, AND MAY INCLUDE ONLINE OR ELECTRONIC DOCUMENTATION SOFTWARE PRODUCT OR SOFTWARE (THE “**SOFTWARE**”). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE SOFTWARE LICENSE AND DISCLAIMER OF SOFTWARE WARRANTY BELOW. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT INSTALL THE SOFTWARE.

1. **GRANT OF LICENSE; SOFTWARE USE RESTRICTIONS.** In consideration for your payment of any applicable license fee for the Software and for your compliance with the terms and conditions of this Agreement, including compliance with your duties in Section 2, Bamboo Solutions hereby grants to You a personal, non-transferable (except as expressly provided in Section 6 below) and non-exclusive right to use and execute the Software on a single computer, without right to sublicense the Software. Under no circumstance may you store, use or allow the use of the Software in any manner on more than one computer at a time. You agree that you will not reverse engineer, decompile or disassemble any portion of the Software. If you dispose of any media or apparatus containing Software, you will ensure that you have completely erased or otherwise destroyed any Software contained on such media or stored in such apparatus. Except as expressly provided in Section 6 below, you may not distribute, lease, transfer for profit, loan or otherwise convey the Software or any portion thereof to anyone.

2. **YOUR DUTIES.** During the term of this Agreement, You agree to the following:

- (a) You shall register an account with Bamboo Solutions via our MyBamboo™ customer portal and maintain current information at such account regarding point of contact, email, address, phone number and fax number.
- (b) You shall register and maintain a profile in Bamboo Nation™.
- (c) You shall create content for Bamboo Nation via various online avenues, including but not limited to, blogs, product reviews, and support forum contributions (collectively, the “**CONTENT**”), the frequency of which shall determine the Product License Benefit (as defined in Section 3) to be made

available to you by Bamboo Solutions pursuant to Section 3. Bamboo Solutions shall be the exclusive owner of any content created by you or your members for Bamboo Nation, and provided to Bamboo Solutions. Content submitted by you is in exchange for the license to use the Software and may be used by Bamboo Solutions for any purpose. Such Content may not be re-published elsewhere by Licensee without the express written consent of Bamboo Solutions. You warrant and represent that all such Content is your original work and does not contain the proprietary information of any third-party. These exclusive rights to such content shall survive termination of this Agreement and remain in full force and effect.

(d) You shall post the Bamboo Solutions logo onto your web site with a link back to the Bamboo Solutions Web Site and agree to adhere to the Bamboo Solutions linking guidelines as described on the User Group Community Program web site.

(e) You agree to use the Software only for the purpose described in the “Description/Purpose” of the first page of the SHAREPOINT USER GROUP PROMOTION APPLICATION AND LICENSE AGREEMENT. Approved use of the Software includes any activity which generally supports the conveyance of knowledge and skills to the SharePoint community, including ideas on the use of SharePoint products and technologies. Using Bamboo Software commercially “for profit” in any other way, whether by the you or any of your members is strictly prohibited, as is the use of any Bamboo software on any server other than the one operated by you. The Software obtained by you are for the use of you and your members only and are not to be used by you or your members at their place of business or elsewhere.

3. **OBTAINING LICENSES.** In exchange for your duties pursuant to Section 2, you may obtain licenses for Bamboo Software up to a predetermined maximum retail value amount (your User Group “**LICENSE BENEFIT**”) to be provided by Bamboo Solutions from time to time based upon performance of your Duties under Section 2 herein. Upon the execution of this Agreement by the parties and your creation of a profile in Bamboo Nation, your initial License Benefit will be set at \$ 1,500. Subsequent requests for products will be approved upon receipt of new content created for Bamboo Nation pursuant to Section 2(c). Your user group’s License Benefit applies only to your acquisition and use of Bamboo software licenses.

4. **COPYING RESTRICTIONS.** In order to effect your license rights hereunder, you may install the Software by copying it onto the hard disk drive or into the CPU memory of a single computer for use thereon, and you may make full or partial copies of the Software, but only as necessary for backup or archival purposes. You agree that (i) your use and possession of such copies shall be solely under the terms and conditions of this Agreement, and (ii) you shall place the same proprietary and copyright notices and

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6. **TRANSFER RESTRICTIONS.** If you transfer ownership of the Software you may transfer the Software and all licenses and rights in the Software granted to you under this Agreement to the transferee provided that: (i) such transferee agrees in writing to accept the terms and conditions of this Agreement, (ii) you also transfer all Software, including all copies thereof, to such transferee, and (iii) Bamboo Solutions agrees in advance in writing to such a transfer. Except as provided in this Section, you may not sublicense, transfer or assign this Agreement or any of your rights or obligations under this agreement, in whole or in part. You agree that you may provide your members with the use of the Software only as integrated with your member SharePoint portal, and for the following purposes: (a) for your potential members to evaluate whether or not to become your members; (b) to educate your members about Microsoft SharePoint, Bamboo Solutions Software and related technologies; (c) to promote awareness of Microsoft SharePoint, Bamboo Solutions Software and related technologies; and (d) to provide general marketing and administrative services to your members

7. **EXPORT RESTRICTIONS.** The Software, including technical data relating thereto, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export or import the Software. This section shall survive termination or expiration of this Agreement.

8. **ENFORCEMENT OF TERMS; TERMINATION.** Bamboo Solutions may terminate this Agreement, including the license granted hereunder, at any time by sending you written notice, which notice may be sent via the e-mail set forth on the first page of this Agreement. If you fail to

fulfill any of your material obligations under this Agreement, Bamboo Solutions and/or its licensors may pursue all available legal remedies to enforce this Agreement, and Bamboo Solutions may, at any time after your default of this Agreement, terminate this Agreement and all licenses and rights granted to you under this Agreement. You agree that Bamboo Solutions licensors referenced in the Software are third-party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. You further agree that, if Bamboo Solutions terminates this Agreement, you shall immediately deliver to Bamboo Solutions or render unusable all Software originally provided to you hereunder and any copies thereof embodied in any medium. All provisions of this Agreement which by their nature should survive or which relate to ownership, warranty and limitations on liability shall survive termination of this Agreement and remain in full force and effect.

9. **TECHNICAL SUPPORT.** You acknowledge and agree that Bamboo Solutions offers free online forums where you and your members can obtain free support from the public community. Bamboo Solutions is not required to provide email, telephone or other software support to you or your members. You and your members may purchase annual support contracts from Bamboo Solutions through our online storefront; provided, however, no User Group License Benefit hereunder may be used to obtain support contracts. Support purchased by you will be provided only to your administrator of record and not to your members. Alternatively, Bamboo Solutions will make per-incident support available at \$ 150 per incident. Service Packs – including bug fixes released at the discretion of Bamboo Solutions, will be made available to you for download at no charge, and while the version of the Software you are using is still actively supported by Bamboo Solutions.

10. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with Virginia law, excluding its choice of law rules. **U.S. GOVERNMENT USERS.** If the Software is acquired by or on behalf of an entity of government of the United States of America, the following provision applies: **U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND.** Use, duplication or disclosure of Software by the Government is subject to restrictions as set forth in FAR 52.227.19(c)(2) or subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227.7013 and/or in similar or successor clauses in the FAR or the DOD or NASA FAR Supplement. Unpublished rights reserved under the Copyright Laws of the United States. Contractor/manufacturer is Bamboo Solutions Corporation.

11. **DISCLAIMER OF SOFTWARE WARRANTY.** BAMBOO SOLUTIONS PROVIDES THE SOFTWARE TO YOU AS IS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A

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12. ENTIRE AGREEMENT. This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes all written, oral or electronic contracts, proposals, understandings, purchase orders or other communications between the parties relating to such subject matter, and no electronic license agreement that accompanies the Software shall govern the relationship of Bamboo Solutions and Licensee.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL BAMBOO SOLUTIONS OR IT LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL, OR PROPERTY DAMAGE), WHETHER OR NOT BAMBOO SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THESE

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14. LAWS GOVERNING WARRANTIES AND LIABILITY. The law(s) of a jurisdiction may define the scope of warranty to be provided for products or the manner in which a supplier's liability may be limited, and such law(s) shall govern this Agreement only to the extent a party protected by such law(s) cannot waive the protection thereof by contract. In the U.S. and other countries, some states, territories or other principalities do not allow the limitation or exclusion of liability for incidental or consequential damages, or allow the exclusion of implied warranties, so the limitation and exclusion above may not apply to you, and you may have other rights that vary from state, territory or principality to state, territory or principality.