

CRM LEARNING, LLC
LICENSING TERMS AND CONDITIONS

1. TRAINING MATERIALS.

CRM Learning, LLC will provide Training Materials to customers ("Customers") under the following terms ("Agreement"). "Training Materials" means one or more copies of the following items: (a) business training films, on videotape, DVD, CD ROM or other media ("Films"); and (b) manuals, books, booklets, cards and other printed materials provided to or accessible by Customer ("Printed Materials").

2. PRINTED MATERIALS.

Printed Materials are sold or otherwise provided to a Customer on and subject to the provisions of this Agreement.

3. PROGRAMS.

Training Materials other than Printed Materials are provided to a Customer for its use as 'Preview'; 'Rental'; or 'Long-Term License Purchase' as ordered by Customer and indicated on CRM Learning's order acknowledgment, packing slip and/ or invoice.

(A) Preview.

Training Materials provided for Preview may be used only for evaluating whether to order Training Materials for use in personnel training. Training Materials provided for Preview may not be used for training purposes or other exhibition and may not be used by or exhibited to anyone other than those Customer employees responsible for such evaluation. Customer's right to use the Training Materials expires two (2) business days after receipt by Customer. Customer shall pay CRM Learning the applicable fee for the use of the Training Materials ("Preview Fee"). If Customer orders the related Rental or Long-Term License Purchase for such Materials within thirty (30) days after receipt, CRM Learning will apply the Preview Fee as a credit toward a Rental Fee or Long-Term License Purchase Fee for the same Training Materials.

(B) Rentals.

Training Materials provided for Rental are licensed to Customer only for the dates of use specified in the applicable order ("Rental Period"). Training Materials provided for Rental may be exhibited only to Customer's employees in connection with a bona fide training program. This nonexclusive, non-sublicensable, non-transferable and non-assignable license entitles Customer to unlimited nontheatrical use (to which no admission fee is charged) via optical projection, conventional video playback or closed-circuit play within a single building. The Rental license and Customer's right to use the Training Materials expire upon the last day of the Rental Period. Customer shall pay CRM Learning the applicable fee for the use of the Training Materials ("Rental Fee").

(C) Long-Term License Purchases.

Each Program provided for Long-Term License Purchase is licensed to Customer for the life of the copyright in its content. Under Long-Term License Purchase, the Training Materials may be exhibited only to Customer's employees in connection with a bona fide

training program. This nonexclusive, non-sublicensable, non-transferable and non-assignable license entitles Customer to unlimited nontheatrical use (to which no admission fee is charged) via optical projection, conventional video playback or closed-circuit play within a single building. Customer shall pay CRM Learning the applicable fee for the use of the Training Materials ("License Purchase Fee").

4. CONSULTANT LICENSE.

A Customer who is a consultant (a "Consultant Licensee") and who desires to use Training Materials as part of its consulting services for third parties clients of Consultant ("Consultant Clients"), receives such Training Materials under a Consultant License ("Consultant License"). The terms of the Consultant License are the same as the terms of the licenses specified in Sections 3B or 3C above, as applicable, modified as follows:

- (A) Consultant Licensee may only provide access to the Training Materials to employees of Consultant Clients where Consultant Licensee is physically present and conducting the training program.
- (B) Neither Consultant Licensee nor any Consultant Client may charge admission fees or similar fees in connection with such training program making use of the Training Materials, however, Consultant Licensee may charge Consultant Client fees for such training services.
- (C) The Training Materials may be used via optical projection, conventional video playback or closed-circuit play within a single building.
- (D) Consultant Licensee must maintain physical possession of all Training Materials and may not sublicense or allow any of such materials to be or remain in the possession or control of any Consultant Client.

5. FEES AND CHARGES.

Preview Fees, Rental Fees, License Purchase Fees and all other fees and charges relating to Training Materials ("Charges") shall be as set forth in CRM Learning's most current price list or catalog of available Training Materials in effect as of the date CRM Learning receives Customer's order for the Training Materials, regardless of any increases effected after CRM Learning's receipt of such order, but also regardless of Customer's reliance on any prior price list or catalog.

6. PAYMENT.

Payment of all Charges for all accepted orders shall be made no later than thirty (30) days after the date the Training Materials are shipped to Customer. Customer's right to possess and use Training Materials, and all of its other rights hereunder, are expressly contingent and dependent upon timely and full payment of the applicable Charges. A service charge at the rate of one and one-half percent (1-1/2%) per month (18% per annum) or, if less, the maximum rate permitted by law will be added to all past due accounts until paid in full.

7. SHIPMENT.

- (A) From CRM Learning to Customer. CRM Learning will endeavor to ship Training Materials promptly after receipt, acceptance and processing of orders, subject to availability. CRM Learning may determine the method of shipment in its discretion.
- (B) From Customer to CRM Learning. All returns of Training Materials, for whatever reason, must be returned, pre-paid and insured, via a reputable, national and traceable carrier, or via such other method as CRM Learning may specify. Training Materials shall be returned in the containers in which they were received from CRM Learning.
- (C) Shipping and Handling Costs. Customer shall pay all shipping and handling charges for all deliveries, returns or other transport of Training Materials. The Customer shall also pay additional charges for expedited shipment requested by Customer and agreed to by CRM Learning.

8. RESTRICTIONS ON USE.

Customer shall not, and shall ensure that all others do not, directly or indirectly:

- (A) copy, reproduce, disassemble, reverse engineer, attempt to repair or in any way tamper with any Training Materials;
- (B) sell, rent, lease, sublicense, lend, transfer, assign, encumber, hypothecate or in any way part with or share possession of any Training Materials for any period of time;
- (C) modify, edit, add to, make works derived from or in any manner alter any Training Materials;
- (D) charge any fee or other consideration in connection with any exhibition or other use of any Training Materials, except that under a Consultant License a Consultant Licensee may charge its Consultant Clients for training services which include the use of Training Materials;
- (E) advertise or otherwise publicize any exhibition or use of any Training Materials except internally and to Customer's employees to whom Training Materials may properly be exhibited hereunder;
- (F) send, export, re-export, exhibit or otherwise use the Training Materials anywhere outside of the country in which Customer takes delivery; or
- (G) load any Training Materials on a computer system or other storage system, network or configuration or otherwise make them available on-line, or cause or permit any exhibition, display, performance, duplication, distribution, adaptation, transmission, re-transmission, broadcast (including without limitation, via the internet, closed circuit, streaming, pay cable, subscription television service or other telecommunications (wired or wireless) network or transmission) or other use of the Training Materials except as specifically authorized by this Agreement.

9. WARRANTY, DISCLAIMER AND LIMITATIONS OF REMEDY AND LIABILITY.

- (A) CRM Learning warrants to Customer, for all Films ordered by Customer for Rental or Long-Term License Purchase, that those Films' physical media (e.g., videotape

cartridges, disc, etc...) will be without material defect in materials or workmanship when received by Customer from CRM Learning.

- (B) THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INTERFERENCE OR AGAINST CLAIMS OR INTERESTS OF THIRD PARTIES OR WARRANTIES AGAINST INFRINGEMENT.
- (C) CRM Learning's warranty liability in any case is limited to, at CRM Learning's election, (i) repair or replacement (in the form originally shipped) of Training Materials not complying with the foregoing warranty, or (ii) cancellation of this Agreement with respect to non-complying Training Materials and repayment of, or crediting Customer with, the associated license fees paid by Customer; provided, however, that Customer give CRM Learning immediate notice, in writing, of the date and time of receipt of the non-complying Training Materials and the nature and extent of any defects, and immediately return the non-complying Training Materials in accordance with the provisions of this Agreement.
- (D) CRM LEARNING SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSSES, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY RELATING TO TRAINING MATERIALS, THIS AGREEMENT OR ANY OBLIGATION UNDER OR SUBJECT MATTER OF THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER THEORY OF RELIEF.

10. RETURN OF MATERIALS; DELAYS.

All Training Materials provided under Preview or Rental shall be returned to CRM Learning for receipt by CRM Learning no later than the date due. In the event CRM Learning for any reason does not receive any such Training Materials within such time, CRM Learning may, at its option (and in addition to its other rights and remedies), charge Customer a per diem late charge equal to the applicable prorated per diem Preview or Rental license fee. Customer indemnifies CRM Learning from and against any claims, losses, costs and expenses arising out of the Customer's failure to timely return Training Materials, including without limitation claims due to CRM Learning's inability to fill other requests for Training Materials, as well as for any other breach of this Agreement by Customer.

11. CARE AND CUSTODY OF TRAINING MATERIALS.

Customer shall maintain all Training Materials in the same condition as originally received from CRM Learning, in safekeeping and in a manner designed to avoid theft, loss and damage. Customer is responsible for all risk of loss of any kind to any Training Materials from receipt of the Training Materials until such Training Materials are returned, received and accepted by CRM Learning. In the event any Training Materials are lost, stolen, destroyed or damaged, in addition to any other remedy available to CRM Learning, Customer shall pay on demand an amount equal to the then applicable Long-Term License Purchase Charge. Any Materials not received by CRM Learning within 48 hours after the date due shall be deemed late and subject to late charges. In the event CRM Learning is able to repair damaged Training Materials, in lieu of this foregoing amount CRM Learning may, at its option, require

the Customer to pay the cost of requiring the Training Materials as calculated by CRM Learning. These remedies are in addition to any other rights and remedies available to CRM Learning.

12. COPYRIGHT AND LICENSE.

All Training Materials are protected by copyright and are owned exclusively by CRM Learning or its licensors. Any use, exhibition, duplication, distribution, performance, derivation or adaptation of Training Materials other than as specifically authorized by this Agreement is prohibited. Except as specifically provided to the contrary in this Agreement, Customer obtains no ownership of Training Materials. All rights not expressly granted Customer under this Agreement are reserved to CRM Learning.

13. CANCELLATION.

No attempted revocation or cancellation of any order by the Customer shall be effective unless in writing and received by CRM Learning at least one (1) business day prior to shipment. Any effort by Customer to change (A) a date for Customer's scheduled commencement of use of Training Materials under Preview or Rental that Customer and CRM Learning may have agreed upon, (B) the location to which the Training Materials are to be delivered or (C) the particular Training Materials ordered shall, without limitation, be deemed an attempted "cancellation." In the event any Training Materials are discontinued or temporarily out of stock, CRM Learning shall so notify the Customer and shall, at the Customer's option, cancel the order and refund any applicable Charges that may have been paid by the Customer; substitute other Training Materials of equivalent price and terms; or reschedule the Customer's order. CRM Learning's liability for discontinuations, back-orders or similar circumstances shall be limited to the foregoing options and shall be further limited as provided elsewhere in this Agreement.

14. FORCE MAJEURE.

CRM Learning shall not be considered in breach of this Agreement for, and shall have no liability for, any failure of or delay in performance under this Agreement by reason of war, riot, civil disturbance, fire, explosion, flood, act of nature, strikes, lockouts, labor disputes, burglary, malicious damage, weather conditions, transport failure, traffic congestion, failures or delays of suppliers, carriers or other third parties, any acts of any governmental instrumentality or agency, or any cause whatsoever beyond CRM Learning's control.

15. ORDERS.

CRM LEARNING ACCEPTS ORDERS FOR TRAINING MATERIALS ONLY ON THE EXPRESS CONDITION THAT CUSTOMER ASSENTS TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING WARRANTY, DISCLAIMERS AND LIMITATION OF REMEDY AND LIABILITY AND NO OTHERS. NO PRE-PRINTED OR OTHER SUCH TERMS AND CONDITIONS, WHETHER MATERIAL OR OTHERWISE, CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITING OR FORM OF CUSTOMER SHALL BE OF ANY FORCE OR EFFECT, AND CRM LEARNING HEREBY NOTIFIES CUSTOMER OF ITS OBJECTION TO ALL SUCH TERMS AND CONDITIONS.

16. GOVERNING LAW AND JURISDICTION.

This Agreement and all of the parties' rights and obligations hereunder shall be governed by the laws of the State of California (excluding conflicts rules) and of the United States. The Customer hereby consents to jurisdiction and venue in the federal and state courts located in San Diego, California for

purposes of this Agreement and its subject matter. Any suit or proceeding in connection with this Agreement or its subject matter and commenced by Customer shall be commenced and maintained only in such courts.

17. GENERAL.

Customer is responsible for and CRM Learning may invoice Customer for any and all federal, state and local taxes, duties, tariffs or import fees whatsoever in connection with any transactions with Customer under this Agreement. All notices required or permitted hereunder shall be sent by telegram, telex, overnight courier service or by certified or registered mail (return receipt requested) directed to Customer or CRM Learning, as applicable, at their respective business addresses set forth in CRM Learning' invoice. Customer shall pay CRM Learning's reasonable attorneys fees and other expenses incurred in enforcing any of its rights under this Agreement. Neither this Agreement nor any of Customer's rights hereunder are assignable by Customer without the prior written consent of CRM Learning.

For Customers located in Canada: Customer agrees that it is the importer of the goods purchased hereunder and that the Canadian Goods and Services Tax ("GST") will be payable at the port of entry upon importation. CRM Learning will prepare on Customer's behalf all documents related to the GST, listing Customer as importer, and shall advance on behalf of Customer all GST payable. CRM Learning shall include on its invoice to Customer all GST so advanced and shall forward to Customer all documents related to payment of GST. Reimbursement of the GST advanced on Customer's behalf shall be subject to payment in accordance with the other terms and conditions of this Agreement.

CRM Learning shall not be liable for any act or obligation other than those herein expressly required of it, whether or not any oral or written representation to the contrary is made by any person, either before or at the time this Agreement is made. This Agreement may not be modified except by a written amendment signed by both Customer and CRM Learning. If any provision of this Agreement shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed removed from this Agreement and replaced by a valid provision that serves the intent of the parties to the maximum extent permitted by law.

This Agreement, which includes any CRM Learning order acknowledgement or invoice sent to Customer, as well as any and all amendments, schedules and supplements to this Agreement, is the complete and exclusive agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement, promise, representation, proposal, discussion or other communication, oral or written, between the parties relating to the subject matter of this Agreement. Any such CRM Learning order acknowledgment and any CRM Learning invoice sent to Customer by CRM Learning shall be a part of this Agreement and shall be incorporated by reference herein. All references to the Agreement shall include any such order acknowledgment and applicable invoice.

The Training Materials and related documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 C.F.R. 52.227-19, as applicable. Manufacturer for such purposes is CRM Learning, LLC, 2215 Faraday Avenue, Carlsbad, California 92008-7295.

THE PARTIES HERETO HAVE EXPRESSLY REQUESTED THAT THE PRESENT AGREEMENT BE DRAFTED IN THE ENGLISH LANGUAGE. LES PARTIES AUX PRESENTES ONT EXPRESSEMENT DEMAND QUE LA PRESENTE CONVENTION SOIT EDIGE EN LANGUE ANGLAISE.