

RIGHTNOW TECHNOLOGIES, INC. SALESNET TERMS OF USE FOR INDIRECT SALE

INTRODUCTION

This Agreement applies to the purchase of Services by Customer through an authorized RightNow reseller. It should be read in conjunction with the Order Form, which identifies the products or services that Customer is purchasing. Parts of this Agreement may not apply to a particular Customer.

1. **Defined Terms.** In this Agreement:
"Agreement" means this agreement and any Exhibits and attachments.
"Authorized User" means a specified (named) employee of Customer who is authorized to access the Services.
"Customer" means a person who has contracted with a Reseller to purchase the Services.
"Customer Data" means all data, information or material that Customer enters into the Services or has entered on its behalf.
"Order Form" means a document provided by Reseller and signed by Customer, detailing the services to be provided by RightNow under this Agreement, and includes any attached Statement of Work.
"Professional Services" means training, consulting and other professional services identified on an Order Form, but does not include the Services.
"Reseller" means an entity that has been authorized by RightNow to offer the Services to Customer.
"Services" means the current RightNow hosted sales management solution offering identified in an Order Form and described on Exhibit B to this Agreement.
"Term" means the minimum commitment period identified in the Order Form, during which RightNow must provide, and Customer must pay for the Services
"Work Product" means object code, source code, flow charts, documentation, information, reports, test results, findings, idea and any works and other materials developed by RightNow is providing the Professional Services to Customer.
2. **Services.** Subject to the terms and conditions of this Agreement, RightNow agrees to provide the Services to Customer, on a subscription fee basis, together with bug fixes or other minor enhancements or improvements thereto. Additional upgrades (i.e. modifications, additions or substitutions that result in a substantial change, improvement or addition to the Services), if available, may be offered by RightNow at an additional charge. If contact information Customer has provided is false or fraudulent, RightNow may terminate Customer's access to the Service in addition to pursuing any other legal remedies.
3. **Service Levels.** RightNow will provide the Services in accordance with the Service Level Agreement attached hereto as Exhibit A.
4. **License Grant.** RightNow hereby grants to Customer, (and to each employee of Customer who accesses the Services by means of Customer's account and an authorized password), subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sub licensable license to access the Services via the Internet for the duration of the Term, and to use the Services, in object code form only, solely for internal business purposes and for the number of Authorized Users listed in the Order Form.

5. **License Restrictions.** Customer shall not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Services; (vi) publish or disclose to third parties any evaluation of the Services without RightNow's prior written consent; or (vii) create any link to the Services or frame or mirror any content contained on, or accessible from, the Services.

6. Passwords/Security.

6.1 **Passwords.** RightNow shall issue to Customer, or shall authorize a Customer administrator to issue, a password for each user authorized to use Customer's account for whom Customer has paid the applicable fee. Customer and its users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under the Customer's account. Customer agrees to immediately notify RightNow of any unauthorized use of the Customer's account (including each password of each user accessing the Services by means of Customer's account) or any other breach of security known to Customer. RightNow shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. RightNow will maintain Customer passwords as confidential and will not disclose them to third parties.

6.2 **Security.** RightNow will maintain the Services at a reputable third party Internet service provider and hosting facility, where they are subject to commercially reasonable security precautions to prevent unauthorized access to the Services. Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Data (defined below). Accordingly, RightNow cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

7. **Professional Services.** This section 7 shall apply only if the parties have agreed that RightNow will provide Professional Services to Customer.

7.1 **Warranty.** RightNow warrants to Customer that (i) the Work Product shall substantially conform to any specification or statement of work detailed in the Order Form; and (ii) the Professional Services will be performed with reasonable skill, care and diligence. If there is a material breach of the above warranty, RightNow's entire liability and Customer's exclusive remedy shall be if the Professional Services do not conform to the Order Form or are not performed with reasonable skill, care and diligence, RightNow shall re-perform the Professional Services to the extent necessary to correct non-conformity.

7.2 **Customer's Responsibilities.** Customer shall provide RightNow with all information, access, and full good faith cooperation reasonably necessary to facilitate the provision of the Professional Services, and shall do any thing that is identified in the Order Form as the Customer's responsibility. If Customer fails or delays in its performance of any of the foregoing, RightNow

shall be relieved of its obligations hereunder to the extent that such obligations are dependent upon such performance.

7.3. Ownership of Intellectual Property. Customer acknowledges that RightNow is the exclusive owner of the Work Product. Upon payment in full of any amounts due for Professional Services, Customer shall have an object code-only, non-exclusive, non-transferable (except as provided in Section 18.4) license to access the Work Product via the Services.

8. Customer Data. As between RightNow and Customer, Customer shall own all Customer Data. Except as permitted in this Agreement, RightNow will not edit, delete or disclose the contents of Customer Data unless authorized by the Customer or unless RightNow is required to do so by law or in the good faith belief that such action is necessary to: (1) conform with applicable laws or comply with legal process served on RightNow; (2) protect and defend the rights or property of RightNow; or (3) enforce this Agreement. RightNow may provide user statistical information such as usage or traffic patterns in aggregate form to third parties, but such information will not include personally identifying information. RightNow may access Customer Data to respond to service or technical problems with the Services. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and RightNow assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Services to store any Customer Data. RightNow reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer may store, post or transmit on or through the Services. RightNow will back up Customer Data every 24 hours. RightNow's sole obligation in the event of data loss shall be to use commercially reasonable efforts to restore Customer Data using tape backups.

9. Customer Obligations

9.1 Hardware. Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Services.

9.2 Conduct. Customer shall be solely responsible for its actions and the actions of its users while using the Services and the contents of its transmissions through the Services. Customer agrees: (1) to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Services, including without limitation all laws regarding the transmission of technical data exported from the United States through the Services; (2) not to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services or another's computer; (3) not to use the Services for illegal purposes; (4) not to interfere or disrupt networks connected to the Services; (5) not to post, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature; (6) not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; (7) not to interfere with another customer's use and enjoyment of the Services or another entity's use and enjoyment of similar services; (8) not to use the Services to send Unsolicited Commercial Email ("UCE") to any person. For the purposes of this agreement, UCE includes any email that is sent by, or at the request of Customer, to a person with whom Customer has no prior business relationship or who has not consented to receiving the communication, and any other email communication that violates any law prohibiting the transmission of spam (9) to comply with all regulations, policies and procedures

of networks connected to the Services. Customer acknowledges and agrees that RightNow neither endorses the contents of any customer communications nor assumes any responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. RightNow may remove any violating content posted on the Services or transmitted through the Services, without notice to Customer.

10. Fees

10.1 Fees. Customer agrees to pay the applicable fees and in accordance with the fees, charges, and billing terms set forth in the Order Form.

10.2 Adding/Transferring Users. Customer may add users on a coterminous basis by signing an Order Form detailing such additional user license purchase. The addition of users shall have the effect of increasing Customer's minimum commitment for the remainder of the Term. Customer may transfer a password at no charge by notifying RightNow and requesting that the existing password be cancelled and a new password created and issued to a new user.

11. Payment Terms

Customer shall make all payments due under an Order Form to the Reseller by no later than the dates specified in the Order Form. RightNow is under no obligation to carry out its obligations under this Agreement if RightNow has not been paid in full by the Reseller.

12. Termination.

12.1 Breach. Except as provided in Section 12.3 below, either party may terminate this Agreement if the other party has breached this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach.

12.2 Insolvency. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.

12.3 Failure to Pay/Customer Conduct. RightNow may suspend or terminate the Services, at its sole option, without notice to Customer if: (i) any payment is delinquent by more than thirty (30) days, or (ii) Customer breaches any provision of Section 9.2.

12.4 Effect of Termination. RightNow shall not be liable to Customer or any third party for suspension or termination of the Services in accordance with this Agreement. If Customer or RightNow terminate this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Section 10 above. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or RightNow, Customer's right to use the Services shall immediately cease. Sections 8, 9.2, 11, 12.5, 13, 14, 15, 16, 17 and 18 of this Agreement shall survive its expiration or termination for any reason.

12.5 Customer Data. RightNow shall retain Customer Data for a period of thirty (30) days after expiration or termination of this Agreement. Customer may request that RightNow conduct a

mass export of Customer Data, and RightNow agrees to provide such services at its then current rates on a time and materials basis. After thirty (30) days, RightNow may delete and destroy all Customer Data without notice or further liability to Customer.

13. Proprietary Rights Customer acknowledges that the Services and all content contained therein, including but not limited to text, software, music, sound, photographs, video, graphics, and third party materials and advertisements, excluding any Customer Data, (collectively, "Content") is proprietary to RightNow or such third parties, and RightNow or such third parties retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights thereto. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Services or the Content to the Customer.

14. Confidentiality

14.1 Parties' Obligations. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement ('Confidential Information'). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

14.2 Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

14.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

15. Warranty Disclaimer. RIGHTNOW WARRANTS THAT THE SERVICES WILL PERFORM SUBSTANTIALLY AND MATERIALLY IN ACCORDANCE WITH THE FUNCTIONS DESCRIBED IN THE USER DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES BY AUTHORIZED USERS OF THE SERVICES, IN ACCORDANCE WITH THIS AGREEMENT AND THE DOCUMENTATION. IF THERE IS A MATERIAL

BREACH OF THE ABOVE WARRANTY, RIGHTNOW'S ENTIRE LIABILITY AND CUSTOMER'S ENTIRE REMEDY SHALL BE, AT RIGHTNOW'S OPTION TO (I) MODIFY THE SERVICES TO CONFORM TO THE DOCUMENTATION; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CUSTOMER'S REQUIREMENTS OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THIS AGREEMENT WITH NO FURTHER LIABILITY TO CUSTOMER. THESE REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY. EXCEPT AS SET FORTH ABOVE, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. RIGHTNOW EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. RIGHTNOW MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. RIGHTNOW MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR INFORMATION OBTAINED THROUGH THE SERVICES. NOTHING HEREIN COMPRISES A WARRANTY BY ANY THIRD PARTY, AND NOTHING IN THIS AGREEMENT PROVIDES CUSTOMER WITH ANY RECOURSE AGAINST A THIRD PARTY THAT HAS PROVIDED SOFTWARE OR HARDWARE TO RIGHTNOW FOR USE IN DELIVERY OF THE SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

16. Indemnification.

16.1 Infringement. RightNow, at its own expense, will defend any claim brought by a third party against Customer to the extent that the claim is based on a claim that the Services, as used within the scope of this Agreement, directly infringe any United States copyright or misappropriate any trade secret recognized as such under the Uniform Trade Secrets Law, and RightNow will pay those costs and damages finally awarded against Customer for any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action.

16.2 Conditions. RightNow's obligations under the preceding paragraph with respect to a claim are conditioned on: (a) Customer notifying RightNow promptly in writing of such claim, (b) Customer giving RightNow sole control of the defense of all such claims and any related settlement negotiations, and (c) Customer cooperating with RightNow in such defense (including, without limitation, by making available to RightNow all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with RightNow or its attorneys in connection with such defense). If Customer settles any such claim without RightNow's prior written approval, RightNow shall be relieved of all liability with respect to such claim.

16.3 Exclusions. Notwithstanding the foregoing, RightNow shall have no liability or obligation with respect to any infringement or misappropriation claim based upon: (a) any use of the Services not in accordance with this Agreement or for purposes not intended by RightNow; or (b) any modification of the Services made by any person other than RightNow where such modification is not authorized by RightNow.

16.4 Remedies. If the Services become, or in RightNow's opinion are likely to become, the subject of an infringement or misappropriation claim, RightNow may, at its sole option and expense, either: (a) procure for Customer the right to continue to use the Services pursuant to this Agreement; or (b) replace or modify the Services to make them non-infringing; or (c) terminate this Agreement and Customer's right to use the Services and refund to Customer any unused pre-paid fees for the Services as of the date of termination.

THIS SECTION 16 STATES RIGHTNOW'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS BASED ON THE SERVICES.

16.5 By Customer. Customer agrees to defend, indemnify and hold RightNow, its parent, subsidiaries, officers, directors, employees, successors and assigns harmless from any claim, demand, damages, costs and expenses (including reasonable attorneys' fees), arising from any third party claim against RightNow due to or arising out of: (i) any use of the Services by Customer, its affiliates, employees agents, successors and assigns other than in accordance with this Agreement; (ii) any breach of this Agreement by Customer, its affiliates, employees agents, successors and assigns; and (iii) any unauthorized modification of the Services by Customer, its affiliates, employees, agents, successors and assigns, including any claims for intellectual property infringement arising therefrom.

17. Limitation of Liability IN NO EVENT SHALL RIGHTNOW BE LIABLE FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE) IN AMOUNTS GREATER THAN THE TOTAL SERVICES FEES PAID TO RIGHTNOW BY CUSTOMER FOR THE QUARTER IN WHICH THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL RIGHTNOW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF RIGHTNOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS IS A BENEFIT OF THE BARGAIN BETWEEN THE PARTIES AND PART OF THE BASIS FOR THE SERVICES FEES OFFERED TO CUSTOMER.

SOME JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

18. General

18.1 Publicity. RightNow may use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its general advertising and marketing materials. Each party shall obtain the other party's permission prior to using the other party's name for any other marketing or promotional purposes. The parties agree that any press release or other public comments issued by either party relating to this Agreement, any dispute under this Agreement, or Customer's subscription to or use of the Services, will be prepared jointly between RightNow and Customer and will be issued upon mutual agreement of the parties.

18.2 Notices. All notices to a party shall be in writing and sent to the addresses specified in this Agreement and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

18.3 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all previous agreements with respect to the subject matter hereof, whether orally or in writing. This Agreement supersedes any terms printed on Customer's purchase order or other forms.

18.4 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except with respect to wholly owned affiliates, Customer may not assign this Agreement without RightNow's prior written consent, not to be unreasonably withheld. RightNow may assign this Agreement to any parent, subsidiary or affiliate or to any successor to its business, and RightNow may subcontract any or all of its obligations hereunder, but shall nevertheless remain responsible for the performance of its obligations hereunder.

18.5 Governing Law/Venue. This Agreement and any disputes hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the Montana, without regard of its conflict of laws principles. Any dispute under this Agreement shall be brought exclusively in the state and federal courts for Montana, and Customer hereby submits to the exclusive jurisdiction of such courts. Customer agrees that any cause of action arising out of or related to this Agreement shall be brought within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

18.6 Counterparts/Facsimile. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one agreement. This Agreement may be executed via facsimile.

18.7 Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

18.8 English. It is the express will of the parties that this Agreement has been written in English.

18.9 No Waiver. No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.

18.10 Severability. In the event that any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

18.11 Force Majeure. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

EXHIBIT A
SERVICE LEVEL AGREEMENT

1. SERVICE AVAILABILITY

The Services will be available 24 hours per day, 7 days per week, 99.6% of the time in each month, excluding any Scheduled Downtime, as defined below. This Service availability is defined as the “Scheduled Uptime”.

2. SCHEDULED DOWNTIME

There will be a weekly scheduled downtime period to perform system maintenance, backup and upgrade functions for the Services (the “Scheduled Downtime”). Scheduled Downtime will not exceed forty eight (48) hours per calendar quarter and will be scheduled in advance during off-peak hours (based on ET). RightNow will notify the Customer administrator via email of any Scheduled Downtime at least twelve (12) hours prior to the Scheduled Downtime.

The duration of Scheduled Downtime is measured as the amount of elapsed time from when the Services are not available to perform operations to when the Services become available to perform operations. Daily system logs will be used to track Scheduled Downtime and any other Service outages.

3. UNSCHEDULED DOWNTIME

Unscheduled Downtime is defined as any time outside of the Scheduled Downtime when the Services are not available to perform operations, excluding any outages caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event.

4. SERVICE LEVEL CREDITS

If RightNow does not meet the Service Levels set out above in any given month, Customer will be entitled, upon written request, to a Service Level Credit to be calculated as follows:

$$\text{Service Level Credit} = \frac{(\text{Unscheduled Downtime})}{(\text{Scheduled Uptime})} \times \text{Total Monthly Subscription Fee}$$

Service Level Credits shall be Customer’s sole and exclusive remedy in the event of any failure to meet the Service Levels. RightNow will pay Customer the service credits no later than 30 days after the end of the month for which the credits were incurred.

EXHIBIT B

Salesnet Express v. Salesnet Standard v. Salesnet Extended

Salesnet Express edition - The slimmed-down version of the Standard edition, designed to meet the needs and operating structure of small businesses of up to 5 Users.

Salesnet Standard edition - The robust set of features that make up the foundation of the application and are available to all organizations that subscribe to the Standard edition or to the Extended edition.

Salesnet Extended edition - The robust set of features that make up the foundation of the application plus an additional set of powerful features and enhancements designed to meet the needs and operating structure of a large enterprise.

Global option - Extended edition companies can sign up for the Global option, which allows them to make available any of the global currencies to their Users, as well as manage Exchange Rates between currencies.

Feature	Express edition	Standard edition	Extended edition
Maximum number of licenses: Application Administrators can add licenses (seats) to the Online-version of the application by contacting Customer Support Services. Express customers are limited to a 5- or 10-license pack, but can upgrade to the Standard or Extended edition by contacting Customer Support Services. (Application Administrators only.)	5 or 10	unlimited	unlimited
Process Builder: Create an unlimited number of Processes to manage your company's workflow and guide your Users through each customer interaction. (Process Builder Administrators only.) (Express edition is limited to four Processes.)	limited	Yes	Yes
Process Builder Usage Rights: Define which Users can use each Process within the application. Allows companies to grant usage based on workflows specific to each Position, Team, or User. (Process Builder Administrators only.)	No	No	Yes
Reports: Open-ended ability to create and manage an unlimited number of analytical sales reports, forecast reports, and activity reports geared specifically towards your business needs. Report definitions can be stored and shared. (Express edition Users cannot share reports or manage report storage, and are limited to 10 reports for each of Accounts, Contacts, Deals, Leads, and Activities.)	limited	Yes	Yes
Report Snapshots: Take an unlimited number of snapshots of your Subtotal Report outputs. Makes the examination / analysis of historical data easier and more efficient.	No	No	Yes
Snapshot Comparisons: Compare two Report snapshots in a color-coded comparison report to gain a visual handle on how your pipeline is changing. Saves managers from painstaking old-school method of comparing reports on paper, line by line with a ruler.	No	No	Yes
Dashboard: Customize your Welcome Page with charts, graphs, and tables to give you a quick visual representation of important Deals, Deal Steps, Accounts, Contacts, Leads, Appointments, Tasks, and Linked Email. Drill down into charts to view individual records. Dashboard Administrators can publish Dashboards to their Users and access the Dashboards of other Users.	No	No	Yes
Email Integration with Microsoft Outlook: Directly from Outlook, you can automatically link sent and received email to Contacts in the application. You can manually link and unlink said email to additional Contacts, Deals, and Leads (in the application) at any time.	Yes	Yes	Yes
Email Server Settings: Email generated from the application (via the Outlook Email plug-in or via the Communication Manager) can be sent to a.) 250 recipients concurrently using the application email server (the default server used by the application), or b.) an unlimited number of recipients concurrently using an external email server (such as your own email server). Email Server Settings allow you to use your own email server to avoid the 250-recipient maximum per email event.	Yes	Yes	Yes
Offline: Allows you to add, edit, and delete Accounts, Contacts, Deals (including Deal Steps), Multi-Notes, Appointments, and Tasks when an Internet connection is unavailable (such as on a plane), and later refresh the changed data back to the Online-version of the application when you do have access to the Internet.	No	separate fee	Yes
Locale: Allows you to choose your own Locale, which determines how numbers, currencies, dates, and times are displayed and formatted in the application.	Yes	Yes	Yes
Global option: Extended edition companies that sign up for the Global Option can make any global currencies available to their Users, as well as establish Exchange Rates between currencies (Application Administrators only).	No	No	separate fee
Synchronizing Data With Other Applications: Synchronize your Contact, Calendar, and	Yes	Yes	Yes

Feature	Express edition	Standard edition	Extended edition
Task data with Microsoft Outlook, Palm Desktop/Palm PDA devices, ACT!, GoldMine, or any PDA device that can synchronize with Microsoft Outlook.			
Communication Manager: Create custom templates with or without merge fields for form letters, envelopes, labels, and email (HTML and / or plain text). Said templates can be used within the application for email campaigns, proposal generation, and a wide variety of communications.	Yes	Yes	Yes
External Data Capture of Accounts, Contacts, Deals, and Leads: Capture data from your Web site and the application will route it intelligently to your team (and / or to Lead Queues for Leads).	No	Yes	Yes
Calendar: Schedule Appointments and Tasks for yourself or other Users, and if needed, link them to Accounts, Contacts, Deals, or Leads. Application Administrators can choose which day the Calendar week begins for their company.	Yes	Yes	Yes
Wireless Access to the Application with PDA Devices and Mobile Phones: Your Account Management data (including data in CDFs) is accessible via wireless PDA or Web-enabled mobile phone. Query your data through instant messaging and mini-browser! This allows you to access and update your critical data wirelessly. Only available to Users with Wireless/IM privileges.	No	separate fee	Yes
Company Position Chart (CPC): Define a hierarchy within the application to determine record access. You can even match your company's org chart if you want. (Application Administrators only.)	Yes	Yes	Yes
Position-to-Position (P2P) Access Grants and Teams: Grant levels of access beyond the scope of the Company Position Chart (CPC) by creating P2Ps or establishing Teams. (Application Administrators only.)	No	Yes	Yes
Feature Access Cloning: Save time by cloning some or all of the kinds of Feature Access (such as Layout Usage Grants) already explicitly assigned to one Position, and assign them simultaneously to multiple Positions. This can also be done from one Team to multiple Teams, and from one User to multiple Users. (Application Administrators only.)	No	No	Yes
Feature Access Summary: View each kind of Feature Access for any Position, Team, or User. You can then jump to that feature from the summary page if you want to make access changes.	No	No	Yes
Field Access: Define fine-grained levels of access to each field for specific Positions, Teams, and Users. (Application Administrators only.)	No	No	Yes
Company-Defined Fields: Custom build an unlimited number of Company-Defined Fields (CDF) to collect information above and beyond the Built-in Fields that come with the application. Edit and delete fields as well. (Application Administrators only.) (Express edition is limited to 10 CDFs for each of Accounts, Contacts, Deals, and Leads.)	limited	Yes	Yes
Field Management: Grant usage rights to picklist items, and assign PTU-based Default Values for when Users add records. (Application Administrators only.)	No	No	Yes
Multi-Record Field Update: Allows Users to append, prepend, overwrite, add an item, or remove an item from the data of selected fields for multiple records simultaneously.	No	Yes	Yes
Multi-Record Reassign Ownership: Allows Users to reassign ownership of multiple records simultaneously.	No	Yes	Yes
Screen Layout Editor for Account Management: Manage the appearance of Account, Contact, Deal, and Lead screens. (Application Administrators only.)	Yes	Yes	Yes
Screen Layout Editor for Campaigns: Manage the appearance of Campaign screens. (Application Administrators only.)	No	No	Yes
Multiple Layouts and Layout Usage: Create multiple screen layouts for Accounts, Contacts, Deals, and Leads; and grant Usage rights to said layouts for specific Positions, Teams, and Users. This allows for customized interfaces for different departments. (Application Administrators only.)	No	No	Yes
Process Builder Result Layout Editor: Create custom screens that make it even easier to collect critical sales data at the specific Steps of each Process. (Administrators only.)	No	No	Yes
Bind Specific Deal Layouts to a Process: Allows for coordinated design of layouts for	No	No	Yes

Feature	Express edition	Standard edition	Extended edition
specific Processes. (Process Builder Administrators only.)			
Document Library: Store documents within the application that can be accessed any time, anywhere. As said documents are updated, this information is available seamlessly to all Users. Folders can be managed by Document Library Administrators.	Yes	Yes	Yes
Importing Account and/or Contact records: Import Accounts and/or Contacts in comma-separated values (CSV) file format from external sources. (Account & Contact Import privilege required.)	Yes	Yes	Yes
Importing Deal records: Import Deals in comma-separated values (CSV) file format from external sources. (Deal Import privilege required.)	No	No	Yes
Importing Lead records: Import Leads in comma-separated values (CSV) file format from external sources. Leads can be imported to Users and / or Lead Queues. (Lead Import privilege required.)	Yes	Yes	Yes
Accounts: Accounts are the companies that you are doing business with or hope to do business with. New Accounts can be entered in a variety of ways.	Yes	Yes	Yes
Contacts: Contacts are your current or potential customers that -- in most cases -- work at your Account companies. New Contacts can be entered in a variety of ways.	Yes	Yes	Yes
Deals (Opportunities): Deals are the specific business opportunities with your Accounts (companies) and Contacts (customers or potential customers) that you hope will lead to revenue for your company.	Yes	Yes	Yes
RightNow - Salesnet Integration: RightNow is a customer service-focused solution. Salesnet is a sales process-focused solution. RightNow - Salesnet Integration allows records to be accessible in both solutions, which prevents the need for the double-entry of records. Support tickets (Incidents) in RightNow can be viewed in Salesnet, allowing for a global view of customer touches. Deals won in Salesnet can be viewed in RightNow, allowing for a global view of new business.	No	No	Yes
Leads: Leads are potential customers who are not yet qualified as prospects, thus are currently suspects. You can store lots of important information about each Lead, take each Lead through a set of Lead Stages, and as needed easily convert good / qualified Leads into Accounts, Contacts, and / or Deals, all without "polluting" your existing database with thousands of useless records. Leads can be owned by Users and / or Lead Queues.	Yes	Yes	Yes
Lead Stage: The value that indicates the current state of the Lead, i.e., "not contacted", "contacted", "responded to email", etc. An Application Administrator will create the pool (Lead Stage pool) of all possible Lead Stage values.	Yes	Yes	Yes
Lead Stage Set: Some or all of the pool of Lead Stage values can be combined to create sets of Lead Stages (Lead Stage Sets). When adding a new Lead Stage, the Application Administrator can choose which existing Lead Stage Sets they want to add a given Lead Stage value to.	Yes, but cannot add new Lead Stage Sets	Yes, but cannot add new Lead Stage Sets	Yes
Lead Queues: Lead Queues allow you to organize your Leads, acting as a "bucket" or "holding tank", from where Users (Queue Members) can access and take ownership of Leads. And you can limit the exposure of Leads at any given point in time to prevent "cherry-picking".	Yes	Yes	Yes
Record Relationships: Visually define relationships between Accounts, between Contacts, and between Deals. This is helpful for navigational purposes as well.	No	No	Yes
Campaigns: A User-defined set of Leads, Contacts, and Deals. For marketing managers and other executives, the effectiveness of Campaigns can be easily measured. Existing Campaign data can be imported via a Lead, Contact, or Deal Import. The Campaign field can be submitted via an External Data Capture Form, but cannot be displayed on said Form.	No	No	Yes
Company-Defined Terms (CDT): Application Administrators can re-term (rename) objects (Accounts, Contacts, Deals, Leads, and Campaigns) and most of those object's Built-in Fields within the application. Thus, anywhere in the application that would normally display "Account" will instead display your new term.	Yes	Yes	Yes
List Queries: Build filters that allow you to query and retrieve any subset of your Accounts / Contacts / Deals / Leads to be displayed in the Account List, Contact List, Deal List, or Lead List window. You can only retrieve records to which you have View access. Express edition Users can only use prebuilt List Queries.	Yes, but cannot build / edit queries	Yes	Yes

Feature	Express edition	Standard edition	Extended edition
List Layouts: Allow you to dictate which field columns are displayed for the records retrieved by your Account, Contact, Deal, or Lead queries.	No	Yes	Yes
Process-designated Deal Values: Designate custom fields to represent the Value of a Deal using each Process. (Process Builder Administrators only.)	No	No	Yes
Exporting Data: You can export your data directly to an Excel output or to a comma-separated values (CSV) file (for manipulation in other applications).	Yes	Yes	Yes
Won/Lost Reason Codes for Deals: Enable your organization to track why its opportunities are being Won or Lost, which is key for improving your sales organization and increasing your bottom line. (Process Builder Administrators only.) (Express edition is limited to 10 Won Reason Codes and 10 Lost Reason Codes.)	limited	Yes	Yes
Won/Lost Reason Codes for Deals are required: Determine if Won/Lost Codes are required when completing Deals, establish for which Processes they will be available, and select whether or not Users will be able to enter more than one Reason Code at a time. (Process Builder Administrators only.)	No	No	Yes
Fiscal Months, Quarters, and Years for Reports: Defining and setting your company's Fiscal time frame enables you to generate extremely accurate reports and forecasts. (Application Administrators only.)	Yes	Yes	Yes
Activity Types and Purposes: By assigning Types and Purposes to specific Activities you will be able to generate powerful reports that will help you track/evaluate your organization's focus and efforts. (Process Builder Administrators only.) (Activity Types and Purposes will apply to all Activities by default for the Express edition, with no option to apply Types / Purposes to some Activities but not others. Express edition is limited to 10 Types and 10 Purposes.)	limited	Yes	Yes
Products, Services, and Lead Sources: Any number of your company's Products and/or Services can be associated with each of your company's Deals, allowing you to track what your organization is currently selling -- and forecast what your organization will be selling -- through reporting. Lead Sources describe the places and methods by which your organization obtains its prospects. Lead Sources can be associated with your company's Accounts, Contacts, Deals, and Leads, allowing you to track where the most productive leads are coming from through reporting. (Application Administrators only.) (Express edition is limited to 10 Products and Services and 10 Lead Sources.)	limited	Yes	Yes
Quick Search: Simultaneously search records across many commonly used areas of the application with a single search: Accounts, Contacts, Deals, Leads, Appointments, Tasks, Multi-Notes, and Linked Email (to which you have View access). All records that match your criteria will be displayed.	Yes	Yes	Yes
Custom Tabs: Create an unlimited number of new tabs that link to external sites, with each tab having dynamic parameters. These custom tabs will appear next to the existing top-level tabs above the horizontal navigation bar, and are horizontally scrollable. (Application Administrators only.)	No	No	Yes
Message Center: The Message Center is the hub for sending and receiving messages to and from other Users within the application.	Yes	Yes	Yes
Security Preferences: Set SSL encryption as mandatory for all Users, establish the number of consecutive times a User can login unsuccessfully before being locked out, establish rules for new User Passwords, and restrict access to the application by IP address (Extended edition). (Application Administrators only.) (For the Express edition, all of these preferences are set automatically by the application and cannot be changed.)	No	Yes	Yes
User and Company Profiles: Allows you to manage your personal profile, your other Users' profiles, and your company's profile. Assign privileges to your Users to grant them access to various areas of the application.	Yes	Yes	Yes
Privilege Profiles: Assign an entire set of privileges to any Users or Application Administrators (but not yourself). This prevents having to select each privilege one-at-a-time, and allows for the uniform assignment of privileges en masse. (Application Administrators only.)	No	No	Yes
Privilege Summary: Lists all Users application-wide and indicates whether or not they have been granted (via their User Profile) each and every privilege. This summary of privileges can be exported to CSV or Excel. (Application Administrators only.)	No	No	Yes

Feature	Express edition	Standard edition	Extended edition
Web Services API: Allows your company to integrate data (via XML Web Services) with applications (such as Lotus Notes), database technologies (such as Sybase), development technologies (such as .NET), Web sites, and custom best-of-breed solutions used for departments/functions (such as call centers, finance/accounting, campaign management, and customer support). Such integrations require some of your company's programming resources or those of a recommended third-party systems integrator, and the end result will allow for the sharing of critical data across your enterprise and for one point of data entry rather than many for the same piece of data. Only Application Administrators with the Web Services API privilege can manage API security and access for their organization. For more information on the Web Services API and/or systems integrators, go to www.salesnetdeveloper.com .	No	No	Yes
Remote Login: Allow Users to "remotely" login to the application (and to any area within the application) directly from any Web page or application, completely bypassing the traditional customer login page.	No	No	Yes
Logout Redirection: Force Users to be redirected to a specified Web site upon logout from the application.	No	No	Yes
Custom Help File: You have the option of using your own custom Help file, instead of this, the existing Help file. (Application Administrators only.)	No	No	Yes
Data De-Duplication & Cleansing Tool: Allows your company to automate the identification, merge, and/or removal of duplicate Account and Contact records. This can also be performed by our Business Solutions Group. To use this tool or to get more information, contact the Business Solutions Group.	No	separate fee	separate fee

EXHIBIT C
APTSOFT ADDENDUM TO SALESNET TERMS OF USE

This addendum applies in the event that Customer purchases Aptsoft products from RightNow.

The following terms are hereby incorporated by reference in the Salesnet Terms of Use.

Included in your license grant is a license for your internal use of certain software licenses by AptSoft Corporation (the “AptSoft Software”). The AptSoft Software may only be used for your internal purposes in conjunction with the Salesnet product and services provided hereunder. The AptSoft Software is subject to the same restrictions and limitations as the Salesnet product and services hereunder and AptSoft Corporation (“AptSoft”) is entitled to the same limitations on liability and warranty disclaimers as Salesnet. Neither Salesnet, nor any of its resellers, agents or employees are entitled to make any representations and warranties regarding the AptSoft Software other than it shall, for a period of ninety (90) days following installation, comply with the applicable product functionality and performance specifications contained in AptSoft’s product documentation. Upon notification from AptSoft that its reseller agreement with Salesnet has been terminated, you shall, for the remainder of your license term, pay any license fees due with respect to the AptSoft Software directly to AptSoft. AptSoft shall be a third party beneficiary of the provisions hereof and shall be entitled to enforce the same with respect to the AptSoft Software.

The Sun Microsystems, Inc. Binary Code License that is included with the Sun Microsystems, Inc. software provided by AptSoft with the AptSoft Software in the form of a “click-through” software license in electronic form only and must be accepted in order to install the Sun Microsystems, Inc. software.

EXHIBIT D
MILLER HEIMAN (SAM) ADDENDUM TO SALESNET TERMS OF USE

This addendum applies in the event that Customer purchases the Miller Heiman (MH) Sales Access Manager (SAM) from RightNow.

1. ADDITIONAL DEFINITIONS – the terms set forth below shall have the following meanings in the ASPA, and in any Addenda and Amendments hereto:

1.1 Designated Use. An employee of Customer who had been licensed by MHI to use the Miller Heiman Methodologies, or certain of them, and that wishes to purchase or have access to Sales Access Manager through the Salesnet Online CRM Application and whom Customer is purchasing a License to use the Software under this ASPA. The total number of Designated Users is specified in the RightNow Order Form. Customer shall identify the designated Users to the Software by means of Licensing and Registration Application.

1.2 Licensing and Registration Application. A component of the Software by which Customers identifies the Designated Users, through which the Designated Users register to Use the Software, through which errors may be reported and through which MHI may provide updates and information to the Customer.

1.3 MHI Program means any of the sales methodologies of Miller Heiman, Inc. (“MHI”) including, but not limited to, those known as Strategic Selling®, Conceptual Selling®, Large Account Management ProcessSM (LAMP®), Negotiate SuccessSM, Executive ImpactSM, Predictive Sales PerformanceSM, FunnelScorecardSM, Channel Partner ManagementSM, and Manager’s Coaching ProgramSM.

1.4 Software. The software known as Sales Access ManagerSM. The Software is provided as an “add-on” module to and is accessed through the SALESNET current sales management solution.

1.5 Use means the loading, utilization, storage or display of the Software by the number of Designated Users set forth in Section 2.3 below to process Customer’s information and serve Customer’s computing needs.

2. LICENSE

- 2.1** RightNow grants to Customer a limited, non-exclusive and non-transferable right and license (the “License”) for Designated users to Use the Software (in object code form only) pursuant to the terms of the RightNow’s Standard Terms of Use, including this Addendum. All rights not expressly granted to Customer are hereby reserved to MHI. Solely with respect to the Software, this license grant supersedes and replaces the license granted in Section 3 of the RightNow Standard Terms of Use for the Salesnet product.
- 2.2** Customer agrees that the Software will only be used by Customer or its employees either (a) on Customer’s computers or (b) in equipment maintained by RightNow. Customer shall have the right to Use the Software solely for Customer’s internal business purposes.

- 2.3** In addition to the restrictions set forth in Section 4 of the RightNow Standard Terms of Use, Customer agrees that Customer shall not, directly or indirectly:

- a. provide, disclose, divulge or make available to, or permit use of the Software by persons other than Customer’s employees who have been through the appropriate MHI Program;
- b. exceed the number of Designated Users set forth below detailed in the RightNow Subscriptions Agreement.

- 2.4** As the Software is proprietary, Customer agrees not to publish or disclose to third parties any evaluation of the Software without MHI’s prior written consent.

- 2.5 Internal Transfer of Licenses.** Customers may, from time to time at Customer’s discretion, and at no charge to Customer, change the Designated Users provided:
- a. the total number of Designated users does not, at any time, exceed the number of Designated Users specified in Section 2.3 above; and
 - b. all Designated Users shall have successfully taken the appropriate MHI Programs(s) and have paid the fees appropriate thereto; and
 - c. new Designated Users register their Use through the Licensing and Registration Application as required by the Software; and
 - d. former Designated Users may be reauthorized by Customer provided that the provisions of sections 2.5a and 2.5b are met. A former Designated User must re-register through the Licensing and Registration Application.

- 2.6** Customer’s right to use the Software is limited as provided herein and may not be assigned or otherwise transferred.