
JDA Software, Inc.
End User License Agreement ("Agreement")

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2. License Restrictions. Except as expressly authorized in this Agreement, or as and to the extent specifically authorized under applicable law, You will not copy, translate, rent, lease, sublicense or otherwise transfer the Standard Software, cause or permit reverse compilation or reverse assembly of all or any portion of the Standard Software, provide information processing, computer service bureau, computer time sharing or similar services to any other party, or operate the Standard Software with a third-party's data.

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4. Maintenance. You may purchase JDA's Standard Software support services ("Maintenance"), which consist of: (a) Updates to the Standard Software, when and if they become available; (b) JDA's solution line telephone support; and (c) JDA's solution line e-mail support. "Updates" means all enhancements, program temporary fixes or patches, if any, to the Standard Software that are provided by JDA. JDA will not provide Maintenance for: (a) problems caused by software not provided by JDA; (b) equipment malfunction; or (c) issues which have been addressed in an Update that You have elected not to apply. Upon JDA's receipt of the Total Maintenance Fee as set out in the Ordering Document, Maintenance begins on the Effective Date of the Ordering Document for an initial period of one year, thereafter, Maintenance will automatically renew for consecutive one-year periods, unless canceled by either party on thirty (30) days' written notice prior to the beginning of the next renewal period. You will not distribute or use any information or benefits obtained as a result of

Maintenance to or for the benefit of any Standard Software for which the current Total Maintenance Fee has not been paid. If Maintenance is terminated other than as a result of a material breach of this Agreement by JDA, and You thereafter desire to reinstate Maintenance, You must pay a reinstatement fee of one hundred fifty percent (150%) of the Total Maintenance Fee that would have been due during the period during which Maintenance was not provided.

5. Limited Warranty. JDA warrants that the Standard Software will perform substantially in accordance with the accompanying written materials ("Limited Warranty") for a period of ninety (90) days from the Effective Date of the Ordering Document ("Warranty Period"). AS TO THE STANDARD SOFTWARE, MAINTENANCE AND ANY ACCOMPANYING WRITTEN MATERIALS, JDA DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NONINFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. The Limited Warranty will be null and void if You either: (a) are in material breach of Your obligations under this Agreement or the Ordering Document; or (b) if any modification has been made to the Standard Software by any party other than JDA.

6. Exclusive Remedy. JDA's sole obligation for breach of the Limited Warranty will be, at JDA's discretion, to either: (a) repair or replace the defective Standard Software, provided You notify JDA of the deficiency within the Warranty Period, and have installed all Updates provided by JDA; or (b) return the License Fee paid for the applicable Standard Software.

7. Limitation of Damages. IN NO EVENT WILL JDA OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, FINANCIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR THE DELIVERY OR NON-DELIVERY OF ANY MAINTENANCE, EVEN IF JDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL JDA'S LIABILITY HEREUNDER EXCEED THE AMOUNT PAID FOR THE SOFTWARE. ANY ACTION AGAINST JDA PERMITTED UNDER THIS AGREEMENT AND NOT BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES WILL BE DEEMED BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

8. Confidentiality. The terms and conditions (including pricing) of this Agreement, along with any other information clearly marked "confidential" provided under this Agreement are confidential and will not be disclosed, orally or in writing by You without JDA's prior written consent. The Standard Software contains valuable proprietary information, is confidential, and You will protect the Standard Software with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which You use for Your information that You do not wish disclosed to the public. You may only provide access and use of the Standard Software to those third parties that either provide services or are necessary for fulfilling Your obligations under this Agreement. In all cases, third parties must agree to keep the information confidential, on terms no less favorable to JDA than those in this Agreement.

Neither party will have any obligation of confidentiality with regard to information which is or becomes a part of the public domain through no act or omission of such party, was in such party's lawful possession prior to the disclosure thereto and had not been obtained by such party either directly or indirectly from the disclosing party, is lawfully disclosed to such party by a third party without restriction on disclosure, is independently developed by such party without access to the confidential information, or is required to be disclosed by applicable law.

9. Miscellaneous. This Agreement may be terminated by the non-breaching party, if the party breaches any of its obligations under this Agreement or the Ordering Document, and such breach is not cured within 30 days receipt of written notice of a demand to cure. On termination, You will immediately cease using, and return all copies of, the Standard Software and any accompanying written materials to JDA and certify, in writing, that all copies of have been so returned, within five (5) business days after termination. This Agreement will be governed by the internal laws of the State of Arizona, (U.S.A.), notwithstanding its choice of law principles. If any provision of this Agreement is held to be unenforceable, this holding will not affect the validity of the other provisions of this Agreement. The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. You will not export or reexport, directly or indirectly, the Standard Software into any country if such a transfer is prohibited by the United States Export Administration Act and implementing regulations. You will not assign or sublicense, in whole or in part, any of Your rights or obligations under this Agreement without the prior written consent of JDA. Any prohibited assignment or sublicense of this Agreement will be null and void. Subject to the preceding, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Unless otherwise specified, all fees set forth on the Ordering Document will be paid in U.S. dollars. All questions concerning this Agreement should be directed to JDA at the address and telephone number listed below:

JDA Software, Inc.
14400 North 87th Street
Scottsdale, Arizona 85260-3649
Telephone: (480) 308-3000
Facsimile: (480) 308-3001