



3415 S. Sepulveda Blvd., Suite 440
Los Angeles, CA 90034 USA
+1 310-636-8500 phone
+1 310-636-8501 fax
www.veritest.com
certinfo@veritest.com

Master Software Testing Agreement For Microsoft Certification Programs at VeriTest, a Service of Lionbridge Technologies

Product Tracking Number: _____

Microsoft Corporation has authorized VeriTest, a service of Lionbridge Technologies, a Delaware Corporation that is neither a subsidiary nor an affiliate of Microsoft, to test software-based products of independent software vendors on the terms set forth in this Agreement. This testing is being done to assist Microsoft in determining the suitability of products to participate in certain marketing programs or to license the Microsoft "Logos" (as defined below) to Vendor (as identified below) for use in connection with Vendor's software.

Instructions: You should complete and sign this Agreement only if you wish to have VeriTest test your software-based product in accordance with a test methodology established by Microsoft for suitability to bear one or more of the "Certified for Windows" logos (the "Logos"). This Agreement will cover the testing of the product(s) set forth in each Addendum, which from time to time is executed by VeriTest and Vendor pursuant to this Agreement, and also any retests requested by Vendor. Each Addendum shall constitute a separate testing agreement on the terms and conditions stated herein, and other terms and conditions set forth in this Agreement shall be incorporated by reference in the Addendum. In addition, you must follow the "Instructions" for each program (which appear on the VeriTest website at www.veritest.com) including completion of all other registration forms as required by Microsoft for each product to be tested. THIS AGREEMENT, WHEN EXECUTED BY BOTH YOU AND VERITEST, TOGETHER WITH EACH ADDENDUM THERETO AND ANY ELECTRONIC REGISTRATION FORM, WILL BE A BINDING AGREEMENT BETWEEN YOU AND VERITEST AND CONSTITUTE THE ENTIRE TERMS AND CONDITIONS UPON WHICH VERITEST WILL PERFORM THE TESTING OF YOUR SOFTWARE.

1. **Information concerning Vendor:**

(a) Company Name: _____

(b) Address: _____

(c) Contact Person for Results (include Title):

(d) Telephone and Fax Numbers and Electronic Mail Address
Tel.: (____) _____
Fax: (____) _____
Email Address: _____

2. **Software; Test Requested.** The term "Software" shall mean each of Vendor's software-based products for which an Addendum, substantially in the form attached hereto as Attachment A, has been executed by both Vendor and VeriTest. In each case Vendor is submitting the Software to VeriTest for testing or retesting such Software's suitability to bear the Logo(s) indicated.

3. **Software Requirements and Related Information.** With respect to each Software submitted, Vendor has described the system and hardware requirements for such Software on the Electronic Registration Form for such Software, which Electronic Registration Form is to accompany the respective Addendum for such Software. If any Software cannot be tested using equipment in the standard VeriTest library (see general requirements in Attachment (B)), Vendor must supply VeriTest with the additional hardware and system support (collectively, the "Vendor Equipment") necessary to enable VeriTest to test the Software. Vendor will list such Vendor Equipment in the Addendum covering the Software for which such Vendor Equipment is required. VeriTest will archive and retain possession of such Software and user documentation for a period of one year following delivery of the Test Report for such Software, after which time VeriTest may keep or destroy these materials at its option, except as otherwise agreed in writing between the parties or as set forth in this Agreement. If Vendor so requests, VeriTest will make

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arrangements, at Vendor's expense and risk and subject to any applicable export restrictions, to return Vendor Equipment to Vendor at the conclusion of testing. Although VeriTest will use reasonable efforts to safeguard the Software and any Vendor Equipment while such items are in its possession, VeriTest assumes no responsibility for such items and recommends that Vendor maintain proper insurance for such items at all times. Upon request, Vendor agrees to supply replacement or additional Vendor Equipment if VeriTest determines, in its discretion, that such replacement or additional Vendor Equipment is necessary to conduct testing of the Software.

4. **Test Report.** Upon VeriTest's completion of testing or retesting of each software application submitted under this Agreement, VeriTest will prepare a letter (a "Test Report") reporting and grading the results of the testing of such Software. Obtaining any particular grade or result will not ensure that Microsoft will grant to Vendor any right to use the Logo(s) or any other trademark of Microsoft or to participate in any marketing program. VeriTest will use commercially reasonable efforts to complete the testing of such Software and to deliver a Test Report to Vendor and, unless the box in Section 5(b) of the respective Addendum for such Software is checked, to Microsoft, within the Test Period. The Test Period is defined on the Pricing Page of each logo program on the Worldwide Web at www.veritest.com. This Test Period will be appropriately extended for any failure of the Software or Vendor Equipment, or for any event described in Section 11 hereof. For Software in any language other than English, Japanese, French, German, or Spanish, this Test Period will be extended. After VeriTest releases the test results as set forth in this Agreement and the applicable Addendum, Vendor agrees that VeriTest will have no responsibility with respect to their use or further disclosure, whether by Vendor, Microsoft or third parties.

5. **Vendor Permission for VeriTest to Use Software for Standard Compatibility Testing.** Unless Vendor checks this box , Vendor authorizes VeriTest to add the Software to its software library to be used in standard compatibility tests for third party software and hardware vendors.

6. **Only Microsoft Can Grant License to its Trademarks, Regardless of Test Results.** VeriTest performs Logo and compliance testing only. Microsoft has reserved the right to refuse participation by any vendor in any of its trademark licensing programs regardless of the test results determined by VeriTest hereunder. Vendor hereby acknowledges and agrees that the Logos are registered trademarks of Microsoft, and that VeriTest does not have the right, power or authority, regardless of the test results achieved, to provide to Vendor, or to cause Microsoft to provide to Vendor, any right or license to use any Logo or any other Microsoft trademark. In order for Vendor to obtain any right to use any Logo or other Microsoft trademark, Vendor must enter into a separate written agreement with Microsoft. Vendor hereby acknowledges that Microsoft is a third-party beneficiary of this Agreement and may act on its own to enforce certain terms and provisions of this Agreement. Vendor acknowledges that Vendor may not seek recourse against Microsoft for matters arising out of this Agreement and may not seek any refund of fees or damages against Microsoft for work or services performed by VeriTest.

7. **Limitation on Remedies; No Warranty.** VeriTest's entire liability and Vendor's exclusive remedy for any error by VeriTest in the testing of any particular Software performed under this Agreement or for any other claim against VeriTest based directly or indirectly on this Agreement shall be for VeriTest, in its sole discretion, to either: (a) refund the fee paid by Vendor to VeriTest under the respective Addendum for such Software, or (b) perform a retest of the Software which is the subject of Vendor's claim. NO RESULT SET FORTH IN ANY TEST REPORT,

AND NO STATEMENT OF VERITEST, WHETHER WRITTEN OR ORAL, SHALL BE DEEMED TO BE OR CONSTRUED AS A WARRANTY THAT ANY OF THE SOFTWARE OR ANY VENDOR EQUIPMENT IS COMPATIBLE WITH ANY OPERATING SYSTEM, HARDWARE, OR THIRD PARTY SOFTWARE PRODUCT OR MICROSOFT PRODUCT, INCLUDING BUT NOT LIMITED TO MICROSOFT WINDOWS, MICROSOFT VISUAL BASIC AND MICROSOFT WINDOWS FOR HANDHELD PC PRODUCTS. VERITEST EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES TO BE PERFORMED BY VERITEST UNDER THIS AGREEMENT, THE RESULTS OF SUCH SERVICES, AND THE USE, DISCLOSURE, OR PUBLICATION BY ANY PARTY OF SUCH RESULTS (INCLUDING BUT NOT LIMITED TO THE TEST REPORT).

8. **Limited Liability; No Consequential Damages.** IN NO EVENT SHALL VERITEST BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SERVICES PERFORMED BY VERITEST UNDER THIS AGREEMENT OR ANY USE, DISCLOSURE, OR PUBLICATION OF THE RESULTS OF SUCH SERVICES, EVEN IF VERITEST HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL VERITEST'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY VENDOR TO VERITEST UNDER THE ADDENDUM PURSUANT TO WHICH THE PARTICULAR SOFTWARE WHICH IS THE SUBJECT OF VENDOR'S CLAIM WAS SUBMITTED TO VERITEST. THE PRECEDING SENTENCE SHALL NOT LIMIT VERITEST'S LIABILITY FOR DIRECT DAMAGES SUFFERED BY VENDOR AS A DIRECT RESULT OF VERITEST'S BREACH OF SECTION 14(b).

9. **Indemnification by Vendor of VeriTest.** Vendor shall indemnify, defend and hold VeriTest harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any use, disclosure, or publication by Vendor or any third party obtaining results directly or indirectly from Vendor of the results of any services (including but not limited to the Test Report) performed by VeriTest under this Agreement, except to the extent that such losses, damages, liabilities, costs and expenses are directly attributable to the gross negligence, reckless conduct or intentional wrongdoing of VeriTest.

10. **No warranty or indemnification from Microsoft.** Vendor agrees that Microsoft has no obligation under this Agreement to indemnify Vendor or to guarantee or warranty Vendor's products.

11. **Force Majeure.** VeriTest shall not be liable in any way because of any delay or failure in performance due to unforeseen circumstances or any cause beyond VeriTest's control, including, without limitation, strike, lockout, riot, war, fire, earthquake, act of God, accident, failure or breakdown of components necessary to accomplish the testing, Microsoft or Vendor caused delays, or compliance with any law, regulation or order of any government body, agency or any instrumentality thereof. If, during the Test Period, Microsoft for any reason suspends or terminates VeriTest's authorization to perform software testing on behalf of Microsoft, then VeriTest shall not be obligated to complete any testing on any Software, and VeriTest's sole liability to Vendor shall be to pay, and Vendor's sole remedy shall be to receive, a refund of any fee paid by

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Vendor to VeriTest under the respective Addendum for the particular Software which is the subject of Vendor's claim.

12. **Choice of Law, Forum, Arbitration.** This Agreement shall be governed by the laws and judicial decisions of the Commonwealth of Massachusetts, applicable to contracts entered into and performed entirely within the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof. All disputes, controversies or claims arising out of or relating to this Agreement, which are not settled by the parties hereto shall be settled by binding arbitration conducted by the American Arbitration Association ("A.A.A.") in Boston, Massachusetts in accordance with the A.A.A. rules then in effect, except for proceedings instituted before, and subject to the jurisdictional monetary limits of, the Small Claims Court of the Commonwealth of Massachusetts, located in Boston, Massachusetts. The award rendered in any arbitration will be final and binding, and may be enforced in any court of competent jurisdiction. VeriTest and Vendor agree that each will bear its own costs and fees incurred in any arbitration hereunder, and that the arbitrator shall not have the power or authority to award costs or fees to a prevailing party.

13. **Delivery to VeriTest of Final Shrink-Wrapped Software Packages in Form Made for Commercial Shipment.** If Microsoft grants a license for the Certified for Windows Server 2003 logo(s) with respect to any Software to Vendor, then Vendor shall deliver to VeriTest, within one week of the date such Software becomes commercially available, two copies of the final shrink-wrapped Software packages in the form made for commercial shipment and distribution and which bears the licensed Logo (the "Shipping Package"). VeriTest will forward one of these packages to Microsoft Corporation for use in the testing of future versions of Windows. VeriTest, in its discretion, may test the software contained in the Shipping Package, compare it with the previously validated Software for which the Logo was licensed, and report the results of this testing to Microsoft. VeriTest shall not send pre-release versions of Vendor's software to Microsoft without prior written permission from Vendor. In

addition, from time to time VeriTest may request, and Vendor shall promptly provide, a subsequent copy of updated Shipping Packages at any time to ensure that the Shipping Package continues to qualify for the Logo(s). VeriTest shall not be obligated to perform any testing of any software contained in any Shipping Package, regardless of whether VeriTest has requested delivery of such Shipping Package. The limitation on remedies and warranty disclaimers set forth in Sections 7 and 8 hereof shall apply to any tests performed by VeriTest of any software in any Shipping Package.

14. **Grant of License to VeriTest.**

(a) Vendor hereby grants to VeriTest a limited, non-exclusive, non-transferable, royalty-free license to use all Software, all Vendor Equipment, and any user documentation provided by Vendor, for internal testing purposes and as set forth in this Agreement. Except as expressly set forth in this Agreement, any testing of any Software conducted pursuant to this Agreement shall apply only to such Software, and to no other version thereof and to no other product.

(b) Except as authorized by Vendor in writing, VeriTest will use the Software solely for the purposes set forth in this Agreement and shall not reverse engineer, decompile or disassemble the Software.

(c) Vendor represents and warrants that it has all rights and licenses necessary to grant the license in this Section to VeriTest.

15. **Entire Agreement.** This Agreement together with all addenda thereto and any Registration Form (paper or electronic) constitute the entire agreement of the parties with respect to the subject matter hereof, and cancel and supersede all prior or contemporaneous oral or written communications, understandings, and agreements with respect to the subject matter hereof and no provision thereof may be amended or modified.

I, the undersigned, freely acknowledge that this document has been made available directly to me by VeriTest in an electronic format via the World Wide Web at www.veritest.com or other electronic distribution. By my signature below, I indicate that **NO CHANGES WHATSOEVER HAVE BEEN MADE TO THE DOCUMENT** which was posted on the World Wide Web or otherwise delivered to me by VeriTest, the signature of VeriTest's agent notwithstanding. Alternately, my signature indicates that any changes to this Agreement which put it at variance with the current version posted on the World Wide Web at www.veritest.com as of the date below, are null and void, the signature of VeriTest's agent notwithstanding.

This Agreement is entered into effective as of the date of execution as indicated below.

Vendor Sign Here: _____ Date: _____

Print Name and Title: _____

Vendor: Please Staple Business Card Here:

Addendum

Attachment A

This is Addendum No. ___ to Master Software Testing Agreement

PRODUCT ADDENDUM TO THE MASTER SOFTWARE TESTING AGREEMENT FOR MICROSOFT CERTIFICATION PROGRAMS AT VERITEST, A SERVICE OF LIONBRIDGE TECHNOLOGIES

Instructions: You should complete and sign this Product Addendum only if you have completed and signed and delivered to VeriTest a Master Software Testing Agreement and wish to have VeriTest test or retest your software-based product in accordance with a test methodology established by Microsoft for the tests listed under Section 2 below. All capitalized terms used in this Addendum shall have the meaning set forth in the Master Software Testing Agreement, unless otherwise defined herein. This Addendum, when executed by both you and VeriTest, will be annexed to, and become a part of, the Master Software Testing Agreement. THIS ADDENDUM ALSO AMENDS ANY PREVIOUSLY EXISTING MASTER TESTING AGREEMENT TO INCLUDE THE PROGRAMS LISTED UNDER SECTION 2 BELOW. You must complete and sign one Addendum for each software product you wish to submit to VeriTest under the Master Software Testing Agreement. In addition, you must follow the "Instructions", including completion of the online Vendor Questionnaire as required for each product to be tested.

It is not necessary to submit an additional Addendum or other form if a partial retest of the application in question is necessary or otherwise requested by Vendor. See 2C below.

1. **Information concerning Vendor:**

Company Name: _____

2. **Title and version number of the Software being submitted:**

Logo or Compatibility Test(s) requested:

- Certified for Microsoft® Windows®
 - Windows Server 2003, Standard Edition
 - Windows Server 2003, Enterprise Edition
 - Windows Server 2003, Datacenter Edition
 - Windows Server 2003, Standard x64 Edition
 - Windows Server 2008

(a) If any Vendor Equipment accompanies the Software, **check this box** and describe:

(b) If the Software is in a language other than English, **check this box** and specify language(s):

(c) **Retests.** Should the Software not receive a result of PASS on initial testing, or if a partial retest of the Software is required by Microsoft or otherwise requested by Vendor, Vendor may request a retest of the Software under the terms of the Agreement. In this instance, Vendor must send a request for retesting to VeriTest by post, fax (310-399-1760) or email certinfo@veritest.com. Requests for retests are not deemed to be accepted by VeriTest until VeriTest sends a confirmation to Vendor by email or fax. Current fees for retests are posted at www.veritest.com. ALL RETESTS ARE CONSIDERED TO BE "TESTS" UNDER THE TERMS OF THIS AGREEMENT AND MUST BE PRE-PAID.

3. **Fee.** A non-refundable fee in the applicable amount set forth in the Fee Schedule included in the "Pricing Page" on the world wide web at www.veritest.com for the appropriate Logo tests must accompany this Addendum. Vendor hereby agrees and acknowledges that any refusal by Microsoft to grant to Vendor any right to utilize the Logos, or any other trademark, will not entitle Vendor to seek any refund of fees or any damages of any kind from VeriTest.

4. **Delivery.** Vendor will deliver the Software and other items according to the "Step by Step Instructions." Vendor acknowledges that Testing will not begin until all items required by the Step by Step Instructions are received by VeriTest and acknowledged by VeriTest via email or fax.

5. **Confidentiality and Nondisclosure.**

Addendum

(a) Except as authorized under Sections 5(b), 5(c), 5(d), and 5(e) below, VeriTest will not, without Vendor's prior approval, use, publish, or disclose to any person or entity any test results, test data, or other confidential information with respect to the Software obtained by it under this Addendum. "Confidential information" shall mean information obtained by VeriTest under this Addendum, which was not previously known by VeriTest and which is not and does not become publicly known or generally known in the industry in which Vendor is engaged. The definition of confidential information shall expressly exclude any information which VeriTest is required to disclose by court or other governmental order or administrative order, as well as any information described in Section 5(c) below. Except as noted under Sections 5(b), 5(c), 5(d) and 5(e) below, the test results and test data obtained from testing the Software pursuant to this Addendum shall be considered confidential information of Vendor.

(b) **VeriTest Consultation with Microsoft during Testing and Release of Test Results and the Test Report to Microsoft.** This Consultation is required for the Certified for Windows Server 2003 Datacenter Logo, and possibly for other logos, and **unless Vendor checks this box** , Vendor:

- (1) authorizes VeriTest to: (i) from time to time consult with Microsoft (on an other than Vendor-anonymous basis) with respect to the Software and the testing performed pursuant to this Addendum, and (ii) provide Microsoft with all interim and final test results and notes pertaining to the Software and Vendor Equipment (if any), including the Test Report, the Registration Form (on paper or diskette) and this Addendum; and
- (2) acknowledges that Microsoft will use, disclose or publish information regarding the Software and Vendor Equipment (if any), in Microsoft's discretion, in published compatibility listings which may include the names and descriptions of software-based products, such as the Software, tested by VeriTest.

(c) Vendor hereby acknowledges that VeriTest will be compiling statistical data relating to its Logo testing programs, which may include Vendor-anonymous data derived from the testing performed pursuant to this Addendum, and that VeriTest may from time to time deliver this statistical data to Microsoft. Vendor acknowledges that any such Vendor-anonymous statistical information does not violate any of the nondisclosure provisions of this Addendum.

(d) If the Vendor has requested a test for one of the "Certified for Windows 2003" logos, vendor authorizes VeriTest to publish a publicly-available "Certification Results" document on the VeriTest website ONLY AFTER 1) Both Vendor and Microsoft have signed the appropriate Microsoft Logo License Agreement, and 2) Vendor has reviewed and approved a proposed "Certification Results" document delivered to Vendor by VeriTest. The Certification Results document will be considered Exhibit A to this Addendum.

(e) **VeriTest Consultation with Microsoft Corporation, IBM Corporation and Unisys Corporation (Unisys) during Windows Server 2003 Datacenter testing.** **Unless Vendor checks this box** only vendors requesting a Certified for Windows Server 2003 Datacenter test specifically authorize VeriTest to: from time to time consult with Microsoft Corporation, IBM Corporation and/or Unisys Corporation, the official hardware test bed sponsors, (on an other than Vendor-anonymous basis) with respect to the Software and the testing performed pursuant to this Addendum, for the purpose of resolving technical testing and support certification issues.

6. **Update to Master Testing Agreement.** Where applicable, this Addendum updates and amends the Master Testing Agreement in place as of this date between Vendor and VeriTest to include the logos or testing programs listed under Section 2 in each and every reference to Microsoft Logos, and to add the programs listed in Section 2 to each and every list of Microsoft logos in that Agreement, including the "Instructions," Section 4 regarding "Test Reports," Section 13 regarding "Delivery to VeriTest of Shrink-Wrap Copies," and elsewhere.

7. **Entire Agreement.** This Addendum together with the Master Software Testing Agreement, the terms and conditions of which are incorporated by reference herein, and the Registration Form, constitute the entire agreement of the parties with respect to the subject matter hereof, and cancel and supersede all prior or contemporaneous oral or other written communications, understandings, and agreements with respect to the subject matter hereof.

I, the undersigned, freely acknowledge that this document has been made available directly to me by VeriTest in an electronic format via the World Wide Web at www.veritest.com or other electronic distribution. By my signature below, I indicate that **NO CHANGES WHATSOEVER HAVE BEEN MADE TO THE DOCUMENT** which was posted on the World Wide Web or otherwise delivered to me by VeriTest, the signature of VeriTest's agent notwithstanding. Alternately, my signature indicates that any changes to this Agreement which put it at variance with the current version posted on the World Wide Web at www.veritest.com as of the date below, are null and void, the signature of VeriTest's agent notwithstanding.

This Addendum is entered into effective as of the date of execution as indicated below.

Vendor Sign Here:

Date:

Print Name and Title:

Addendum

Attachment B

VERITEST LIBRARY OF TEST EQUIPMENT

VeriTest is equipped with a large, standard hardware and software library and VeriTest will provide most equipment required to test Software designed for these Logos. Standard testing will take place on a variety of leading industry uniprocessor and multi-processor hardware equipment.

In addition to a variety of Intel Pentium™ Microprocessor-based platforms, VeriTest will have the capacity to test with a large variety of market-leading products in its library, such as:

Standard LAN Servers (Microsoft Windows Server 2003, Windows Server 2008)

Standard NICs (LAN Adapter Cards)

Standard LAN cabling

Internet Service and Leading Online Services

Standard Sound Cards and Powered Speakers

Standard SCSI adapters

Standard CD-ROM drives

Standard Tape drives

Standard Video Adapters and Video Accelerators

Standard Monitors

Leading Printers (supporting most industry-standard protocols)

Leading Modems (supporting most industry-standard protocols)

Leading ISDN modems

Leading T-1 access products

Other standard, leading peripheral devices

In performing the testing required under the Master Software Test Agreement, VeriTest may require equipment beyond that which is in its library. If your software product requires specialized equipment which is not in the VeriTest library, such as exotic, expensive, or proprietary platforms, interface cards, specialized printers or plotters, or connectivity to specialized server installations, etc., VeriTest may require you to provide this equipment (or where this is impossible, an emulation of the equipment interface). Testing cannot begin until all this equipment is provided. Please see Section 3 of the Master Software Testing Agreement.