

Exhibit C – EnTele-Manage End User License Agreement

WHEREAS, Service Provider owns all right, title, and interest and/or has certain rights in and to certain software that offers users a fully-automated web-enabled telecommunications management program for telecommunications hard wire and wireless cost management solution including all copyrights and any other intellectual property rights including any improvements, modifications, enhancements or other alterations to the software that Service Provider in its sole discretion claims to incorporate into the software; (the “Software”);

WHEREAS, the Software is provided to End User on a web-enabled application service provider (“ASP”) basis. Authorized Users, as hereinafter defined, will be able to access the Software remotely through an Internet browser to access, update and manipulate its telecommunications hard wire and wireless account information including but not limited to any billing and inventory information; and

WHEREAS, End User desires to obtain a license to use the Software and to permit certain employees (“Authorized Users”, as hereinafter defined) to use the Software to access and manipulate its telecommunications hard wire and wireless account information.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE GRANTS

- 1.1. By Service Provider. Service Provider hereby grants to End User a non-exclusive, non-transferable personal license to access and use the Software, for the following purposes:
 - 1.1.1. To permit Authorized Users (as hereinafter defined) to access and input information into End User Controlled Fields including but not limited to changes in contractual terms, changes in inventory, opening and closing circuits, and such other additional actions allowed within the Software. For purposes herein Authorized Users means those employees of End User who have been granted access to the Software by End User. End User shall provide the names; contact information; and any and all organization information sufficient to identify Authorized Users to Service Provider in writing to Service Provider; and
 - 1.1.2. To permit Authorized Users to download certain data and reports on End User’s telecommunications hard wire and wireless usage and systems.
- 1.2. By End User.
 - 1.2.1. End User will provide Service Provider with the End User Data and access to the End User Controlled Fields.
 - 1.2.2. End User Data means all data necessary for Service Provider to enable End User’s use of the Software through Authorized Users including, but not limited to, all hard wire line circuits, services, hard wire lines, contract information, vendor records, paper or electronic invoice media and wireless telephone call records and charges applicable to End User’s identified employees, agents or contractors. End User shall provide any and all organizational information sufficient to verify Authorized Users.
 - 1.2.3. End User Controlled Fields means those fields embedded in the Software that allows for the End User to input certain pertinent End User information including but not limited to its telecommunications hard wire and wireless billing and account information and inventory.
 - 1.2.4. The End User Data (including any updates contained in the End User Controlled Fields) will be provided in an electronic format acceptable to Service Provider. End User hereby grants and agrees to grant to Service Provider, a nonexclusive, fully-paid and royalty free license to use, reproduce, display, transmit, alter, manipulate and create derivative works of the End User Data and End User Controlled Fields during the Term of this EULA, but only to the extent necessary to provide the Software to End User. Notwithstanding the foregoing, the grants contained in this provision do not authorize Service Provider to disclose any End User Data or reproduction or derivative work thereof, to any third party.
 - 1.2.5. In addition, End User hereby grants and agrees to grant to Service Provider a perpetual, nonexclusive fully paid and royalty free license to use the End User Data and End User Controlled Fields, as well as any information obtained by Service Provider from its analyses conducted using the End User Data and End User Controlled Fields, provided that Service Provider shall only make use of the End User Data and End User Controlled Fields in a manner that is non-

personally-identifiable and does not identify End User or any Authorized User as the source of the End User Data and End User Controlled Fields, of any aspect thereof, or of any data derived there from, without the prior written consent of End User.

2. LOGIN ACCOUNTS. Service Provider shall provide End User's Authorized Users with secure logins. End User is responsible for authorizing and managing all End User logins and End User Authorized Users.

3. TERMINATION

3.1. Termination for Breach. Either party may terminate this EULA in accordance with the End User Service Agreement (EUSA).

3.2. Effect of Termination. Upon termination of this EULA for any reason other than breach by End User, End User will be entitled to continue to access and use the Software for a period of sixty (60) days in order to accomplish any wind-down or completion of a billing cycle ("Wind-Down Period"). No new data will be added during such Wind-Down Period, but End User will continue to have the right to review and utilize the data, in accordance with the terms and conditions of this EULA until the effective date of termination (as set forth on End User's or Service Provider's termination notice). In the event that Service Provider terminates the EULA for breach by End User, the Wind Down Period shall be reduced to thirty (30) days.

4. OWNERSHIP AND RESTRICTIONS

4.1. Ownership. Service Provider owns all right, title and interest in the Software, and/or has the rights to such Software, and all Improvements, including all copyrights patent rights, trade secret rights and all other intellectual property rights. Except as expressly provided for herein or in the MSA, Service Provider neither grants nor otherwise transfers any rights of ownership in the Software to End User. The Software is protected by applicable copyright, trade secret, patent and intellectual property laws.

4.2. Reservation of Rights. All rights not expressly granted to End User herein are expressly reserved by Service Provider.

4.3. Restrictions. End User will not: (a) modify, reverse engineer, decompile, disassemble or attempt to derive the source code from executable code of the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit assign or otherwise transfer its rights to use the Software to any third party; (c) make any copy of or otherwise reproduce the Software or any portion thereof, except as expressly authorized by Service Provider in writing or as may be incidentally made as necessary in connection with End User's access to and use of the Software; or (d) release any information to any third parties on the functionality or performance of the Software without the express written consent of the Service Provider. Additional usage restrictions applicable to certain third party files or programs embedded in or included with the Software may be found in applicable instructions, documentation and/or release notes. Notwithstanding anything to the contrary herein, the licenses granted in this EULA (y) do not extend to any rights under any patents or patent applications under which Service Provider has any rights; and (z) do not extend to any use of the Software in combination with any product, service or software.

4.4. Compliance with Laws. End User shall have sole responsibility for securing all necessary permissions and clearances with respect to the End User Data and End User Controlled Fields and for ensuring that End User's use of the Software to access, manage and manipulate the End User Data & End User Controlled Fields complies with any and all laws, rules, and regulations applicable thereto, including (but not limited to) those concerning any privacy rights of Authorized Users.

4.5. Safeguard of Information. End User will take all reasonable steps to safeguard all Authorized Users login and password information, so as to ensure that no unauthorized person will have access to the Software, and that no persons authorized to have access will make any unauthorized use thereof. End User will promptly report and End User will require all Authorized Users to promptly report, to Service Provider any unauthorized use of the Software of which End User (or its Authorized Users) becomes aware and will take such further steps as may reasonably be requested by Service Provider to prevent unauthorized use thereof.

4.6. US Government Restricted Rights. If End User is the United States Government or is acquiring the right to access and use the Software on behalf of the United States Government, then the United States Government agrees that: (a) if the right to access and use the Software is acquired by or supplied to the Department of Defense ("DOD"), the Software shall be classified as "Commercial Computer Software" and the government is acquiring only "restricted rights" in the Software, as defined in Clause 252.227-7013(c)(1) of the DFARS; (b) for any part of the United States Government other than DOD, the government's rights in the Software will be as defined in Clause 52.227-19(c)(2) of the FAR or, for NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

5. LIMITED WARRANTY. Service Provider warrants that the Software will substantially conform to those functional specifications or other written documentation provided by Service Provider when the Software is given normal, proper and intended usage in compliance with any user manuals or other written instructions provided by Service Provider. In the event that the Software should fail to so conform during the Term, Service Provider will investigate and use commercially reasonable efforts

to remedy such nonconformance. THE FOREGOING REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE SOFTWARE, AND SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN THE PARTIES. NO EMPLOYEE, AGENT, DEALER OR DISTRIBUTOR (INCLUDING WITHOUT LIMITATION THE PARTNER) IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR TO MAKE ANY ADDITIONAL WARRANTIES. Service Provider does not warrant that the functions contained in the Software will meet End User's requirements or that the operation of the Software will be uninterrupted or error-free.

6. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1. **Intellectual Property Indemnification.** Service Provider will indemnify, defend and hold harmless End User against any claim, demand or liability by a third party that the Software infringes a copyright or trademark of such third party, provided that (a) End User notifies Service Provider in writing within five (5) business days after receipt of the claim; (b) Service Provider has sole control of and sole discretion with respect to the defense and all related settlement negotiations, provided any settlement shall not result in any obligation or liability to End User unless End User has expressly agreed to such obligation in writing in advance of such settlement; and (c) End User provides Service Provider with the assistance, information and authority reasonably necessary to perform Service Provider's obligations under this paragraph. If it is determined that the Software, or any necessary part thereof, infringes the patent, copyright or trademark of a third party, Service Provider will, in its sole discretion either (x) use its commercially reasonable efforts to obtain a license from the third party in order to permit the continued use of the Software by End User; (y) redesign the Software to operate in a way that does not infringe such third party rights; or (z) terminate this EULA and promptly refund to End User the total fees paid by End User during the preceding three (3) months. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SERVICE PROVIDER FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS FOR THE SOFTWARE, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY IN REGARD TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.**
- 6.2. **Limitation of Indemnity.** The obligations of Service Provider in this Section 6 will not apply: (a) if the Software was modified by any person or entity other than Service Provider; (b) if the Software was combined with other products or services or marks where the alleged infringement relates to such combination; (c) if End User, or its Authorized Users continue allegedly infringing activity after End User has been notified thereof or after End User was informed of and offered modifications that would have avoided the alleged infringement; (d) where End User's Authorized Users' use of the Software was incident to an infringement not resulting primarily from the Software; or (e) where End User's or its Managers', Administrators' or Users' use of the Software was not strictly in accordance with this EULA and such non-conforming use was materially related to the claim, demand or liability.
- 6.3. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF END USER'S USE OF OR INABILITY TO USE OR ACCESS THE SOFTWARE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EACH PARTY'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY END USER.

7. GENERAL PROVISIONS

- 7.1. **Counterparts.** This EULA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 7.2. **Various Agreements.** This EULA is subject to the terms and conditions of the EUSA and Statement of Work ("SOW") between Service Provider and End User. In the event of any conflict between the terms and conditions therein the order of precedence for the contracts is the SOW, the EULA and the EUSA.
- 7.3. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior expressions, whether written or oral. No waivers, alterations or modifications of this Agreement may be made unless in writing and signed by both parties.