

This Alliance WebCoop Subscription License Agreement ("Agreement") is dated and effective as of \_\_\_\_\_ ("Effective Date"), between Alliance End to End Solutions, Inc., located at 10<sup>th</sup> Floor Buildcomm Center, Sumilon Road, Cebu Business Park, Cebu City ("Alliance") and \_\_\_\_\_ COMPANY NAME \_\_\_\_\_ located at \_\_\_\_\_ ADDRESS \_\_\_\_\_ ("Company"). Alliance governs the Company's use of the Alliance WebCoop (collectively, the "Software"). The parties hereby agree:

**1.0 Subscription Rights, Restrictions and Ownership**

**1.1 Grant to Company.**

(a) A "Software Subscription" means a full-time microfinance banking and accounting modules of the Company and its Affiliates authorized by Alliance to be used per the terms of this Agreement. "Initial Software Subscription" means a Company's microfinance banking and accounting modules is authorized to be used upon Company's payment of the Subscription Fee. "Additional Software Subscription" means a Company's microfinance banking and accounting modules authorized to be used after the Company has paid the Subscription Fee but prior to the termination or expiration of this Agreement. Collectively, all of the "Initial Software Subscription" and "Additional Software Subscription" comprise, and shall be referred to, as the "Software Subscription". "Alliance WebCoop Intellectual Property" shall mean any of Alliance WebCoop System patents and applications therefore, copyrights, trademarks, service marks, trade names, domain name rights, and other trade secret rights, and all other intellectual property rights.

(b) For the term of Company's Subscription Period (defined below) and subject to Company's payment of the Subscription Fee (defined below), Alliance grants Company: 1) the non-exclusive, non-transferable, non-sublicensable right to use the Software only for Company's own internal use of the Software and limited to the number of Software Licenses for which Company has paid the applicable fee; 2) the right to receive support pursuant to the Standard Maintenance and Support Services as described on the SOW, and "Third-Party Software" means certain software Alliance WebCoop licenses from third parties and provides to Company with or within the Software. Certain Third-Party Software is subject to terms and conditions other than those in the Agreement. Company may view the relevant licenses and/or notices for such Third-Party Software as provided in the text files of the Software. Company agrees to comply with terms and conditions contained in such licenses for the relevant Third-Party Software.

(c) For the term of Company's Subscription Period and subject to the terms and conditions of this Agreement, Alliance grants Company, for the term of Company's Subscription Period: a non-exclusive, royalty-free, fully-paid up, non-transferable license to use the Software to a limited number of Users and a royalty-free, fully-paid up, non-exclusive, non-transferable, nonsublicensable license. For the avoidance of doubt, no other Company employee shall use or access the Alliance WebCoop System. Upon the Effective Date, Alliance shall provide access and use of the Alliance WebCoop System to Company. By entering into this Agreement, Company is acting as agent for Company's Alliance WebCoop System Users and binding them to the terms hereof and Company shall undertake to bind them to the terms hereof applicable to the Alliance WebCoop System and at least as protective of Alliance as, the terms and conditions set forth herein, including, without limitation, disclaimers of all warranties and disclaimers of all consequential damages in favor of Alliance by performing any act or executing any document that may be required in the jurisdiction in which such WebCoop System Users are using the Alliance WebCoop System and Company agrees to indemnify Alliance for any failure to bind such Alliance WebCoop System Users to the terms hereof. Company shall be responsible for any act or omission of Company's Alliance WebCoop System Users and of Company's Alliance WebCoop System Users' compliance with all of the terms of this Agreement. Any action or breach by any of Company's Alliance WebCoop System Users shall be deemed an action or breach by Company and vice versa and Company shall correct any breach made by any of its Alliance WebCoop System Users within thirty (30) days of the date of Alliance notice thereof and if Company does not correct such breach, then Company will indemnify, defend and hold Alliance harmless from any and all breaches of this Agreement by its Alliance WebCoop System Users that are not corrected within such time period. Company waives all of those defenses that Company may have as to why Company should not be liable for Company's Alliance WebCoop System Users' acts, omissions and noncompliance with this Agreement.

(d) The Software and/or the Alliance WebCoop System shall be deemed accepted upon Alliance delivery of the subscription key for the Software and/or the Alliance WebCoop System, as applicable and Company will be obligated to pay the Subscription Fees as set forth in this Agreement even if Company does not download, install or use the Software.

(e) "Affiliate" means a company which is controlled, under common control or controlling the Company during the period of such control. For the purposes of this Agreement, "control" shall mean ownership, directly or indirectly, of more than 50% of the voting securities which vote for the election of the board of directors or other managing body. Company shall be responsible for any act or omission of those Subscription Users that are contractors and agents, Company's Affiliates and of Company's Affiliates' compliance with all of the terms of this Agreement. Any action or breach by any of Company's contractors, agents or Affiliates shall be deemed an action or breach by Company and Company will indemnify and hold Alliance harmless from any and all breaches of this Agreement by its contractors, agents and Affiliates. Company waives all of those defenses that Company may have as to why Company should not be liable for Company's contractors', agents' or Affiliates' acts, omissions and noncompliance with this Agreement.

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**1.2 Restrictions.** Company shall not, directly or indirectly: (i) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (a) the Software, (b) any modified version or derivative work of the Software created by the Company or for the Company, or (c) any software, either modified or not, licensed under **Alliance Public License or the General Public License**, for any purpose including timesharing or service bureau purposes; (ii) remove or alter any copyright, trademark or proprietary notice in the Software; (iii) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (iv) use or run on any of Company's or Alliance WebCoop System Users' hardware, or have deployed for use, any copy or version of the Software licensed under the Alliance Public License or the General Public License; (v) reverse engineer, decompile or modify any encrypted or encoded portion of the Software; (vi) modify any open source version of Alliance's software source code ("Original Code") to develop a separately maintained source code program (the "Forked Software") so that such modifications are not automatically integrated with the Original Code or so that the Forked Software has features not present in the Original Code. The Software includes modules that report the number of authorized Subscription Users and permits Alliance the ability to monitor certain usage of the Software ("Critical Control Software") which is fundamental to the business of Alliance. Notwithstanding the terms of this Agreement, neither the Company nor the Subscription Users may modify any portion of the Critical Control Software. The violation of this prohibition shall be deemed a material breach of this Agreement and Alliance may immediately terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, during the Subscription Period the Company may continue to use the Software initially provided under this Agreement with the subscription key and use differing databases, web servers or operating systems than the database, web server or operating system initially selected by Company on download or installation of the Software at no charge, subject to Company paying and indemnifying Alliance for any additional fees Alliance is required to pay a third party as a result of Company's change to differing databases, web servers or operating systems. The number of licensed copies may increase, as long as the combined usage does not exceed the number of Subscription Users for which Company has paid. The foregoing is limited to operating systems, web servers or databases supported by Alliance WebCoop System as of the Effective Date and any additional operating systems, web servers or databases supported by Alliance WebCoop System in the future.

**1.3 Limitation on Number of Alliance WebCoop System Users.** Alliance may limit the number of Company's Alliance WebCoop System Users at any time by providing Company with a written notice if Alliance believes, in its sole discretion, that Company's Alliance WebCoop System Users are burdening or overwhelming the system.

**1.4 Proprietary Rights.** Alliance and its licensors shall own all right, title, and interest to the Software, Alliance WebCoop Intellectual Property and Alliance WebCoop System and all technology, information, code or software provided to Company, including all portions, copies or modifications thereof. Except as expressly provided herein, no license of any kind are granted hereunder, whether by implication, estoppel, or otherwise.

**1.5 Grant to Alliance.** During any term of this Agreement, Company grants to Alliance a non-transferable, non-exclusive, license to reproduce and display Company's logos, trademarks, trade names and similar identifying material so that Alliance may refer to Company as a user of the Software should Alliance so desire, such as on the Alliance website, in press releases and in other marketing materials.

## **2.0 Fees and Payment**

**2.1 Software Subscription Accounts:** Company shall designate a Subscription Administrator and notify Alliance of the identity and contact information for said Subscription Administrator. The Subscription Administrator may add a Software Subscription to the Company's subscription for the Software by placing an order with Alliance. Company is responsible for all activity occurring under Company's Software Subscription's accounts. Company shall notify Alliance immediately of any unauthorized use of any password, account, copying or distribution of the Alliance WebCoop Technology.

**2.2 Subscription Fee.** Company shall pay to Alliance an amount specified on Alliance's Statement of Work(SOW) and/or Quotations, if special pricing terms apply; provided, however, that any special pricing terms set forth shall only apply for the first year of Company's Subscription Period unless otherwise set forth for the number of Software Subscription that Company selects ("Subscription Fee"). Company shall pay the applicable Subscription Fee for the initial term of the Subscription Period on the Effective Date. Company shall make future fee payments for all Software Subscription due under the terms of this Agreement for renewal terms on each one (1) year anniversary of the Effective Date. All fees paid to Alliance are non-refundable. Alliance reserves the right to modify its fees upon thirty (30) day prior written notice which may be provided by e-mail. By entering into this Agreement, Company is expressly agreeing that Alliance will automatically bill Company's credit card or alternative payment form in the billing frequency established by the length of the initial term for renewal fees. The renewal charge will be equal to the number of Users multiplied by the then-current per Software Subscription fee. Company agrees to provide Alliance with complete and accurate billing and contact information. If invoiced by Alliance, payments for such invoices are due net 30 days. Alliance may terminate this Agreement and/or Company's access to the subscription key if the billing or contact information is false, fraudulent or invalid. Company will also pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any local government on the transactions contemplated by this Agreement, excluding taxes based upon Alliance's net income.

**2.3 Additional Software Subscription Fee.** During any Term of this Agreement, Company shall pay monthly to Alliance a fee for any subscriptions for Additional Software Subscription from the previous month ("Additional Software Subscription Fee"). The Additional Software Subscription Fee shall be assessed at the then-current monthly rate, and shall be due and payable on Company's monthly date from the Effective Date.

**License Information:**

End User:

Subscription Period:

Licenses:

**2.4 Records Retention.** Company shall maintain accurate records necessary to verify the number of Software Subscription. Upon Alliance's written request, Company shall provide Alliance with such records within thirty (30) days. If Company has more Software Subscription than Company has paid for, Company shall immediately pay Alliance the applicable Additional Software Subscription Fee in addition to any costs incurred by Alliance associated with reviewing such records.

**2.5 Non-Payment:** Alliance may terminate this Agreement and/or Company's access to the subscription key so that the Software will cease to function for Company's non-payment of fees that is delinquent by thirty (30) days or more (whether under this Agreement or a separate agreement). Company agrees that Alliance may Company for unpaid fees. Alliance shall be entitled to reimbursement of all reasonable collection costs incurred as a result of unpaid balances.

**3.0 Confidentiality**

Company and Alliance agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information") for a period of two (2) years after the termination of this Agreement. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care.

**4.0 Infringement and Disclaimer of Warranty**

**4.1 Infringement.** During any term of this Agreement, if any portion of the Software (except for third party software) is held by a court of competent jurisdiction to infringe any third party intellectual property rights and Company incurs a liability or expense as a result of such holding, then Company's sole remedy shall be, and Alliance will, at its option: (i) obtain the right for Company to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) replace the infringing component with a non-infringing component, or (iv) refund all of Company's money paid under this Agreement during the prior twelve (12) months and all of Company's rights and licenses under this Agreement shall automatically terminate.

**5.0 Limitation of Liability**

**5.1 Force Majeure.** Except for the payment of fees, neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control.

**5.2 Disclaimer of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALLIANCE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR PORTAL OR DOCUMENTATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

**5.3 Limitation of All Damages.** IN NO EVENT SHALL ALLIANCE OR ITS LICENSOR'S LIABILITY HEREUNDER FOR CLAIMS IN THE AGGREGATE, EXCEED THE AMOUNT THAT COMPANY PAID TO ALLIANCE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY.

**5.4 Failure of Essential Purpose.** The limitations set forth in this Section shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy hereunder.

**6.0 Term and Termination**

The initial term shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year (the "Subscription Period"). In case of Additional Software Subscription who are authorized and added after the beginning of the initial term, the term of their usage of the Service shall be coterminous with the preexisting then-current term. Thereafter, the Agreement shall renew at the then-current Subscription Fees and Additional Software Subscription Fees set forth at <https://test.philippines-webcoop.com/> for successive terms of one (1) year, unless either party gives written notice to the other of its intention not to renew at least thirty (30) days prior to the end of a term. Company shall remain obligated for all fees through the date of termination. Either party may terminate this Agreement prior to the end of a term if the other party materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty days following written notice of the breach. ALLIANCE may terminate this Agreement and/or Company's access to the subscription key immediately upon notice to Company if Company's non-payment of any fees owed to Alliance (whether under this

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Agreement or a separate agreement) is delinquent by thirty (30) days or more. Company's obligation to make a payment of any outstanding, unpaid fees and the terms of Sections 1.2, 1.4, 3-6 and 8 shall survive termination or expiration of this Agreement.

**7.0 General**

Company agrees and certifies that neither the Software and/or Portal nor any other technical data received from Alliance, nor the direct product thereof, will be exported outside the Philippines or re-exported except as authorized and as permitted by the laws and regulations of the Philippines and/or the laws and regulations of the jurisdiction, (if other than the Philippines) in which Company rightfully obtained the Software and/or Portal. Except as expressly provided herein, Company may not assign its rights or delegate its obligations under this Agreement, without the prior written consent of Alliance. This Agreement will be governed by and construed in accordance with the laws of the Philippines, excluding its conflicts of law provisions, and Company and Alliance agree to submit to the personal and exclusive jurisdiction of the courts. The parties agree the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. This Agreement, and the documents referenced in this Agreement, constitutes the entire agreement between Company and Alliance relating to its subject matter and all terms herein and supercedes all prior or contemporaneous agreements or understandings. This Agreement may be modified or changed only in writing by authorized representatives of Company and Alliance. Notices hereunder shall be in writing and addressed to Company at the address provided when purchasing this subscription, or, in the case of Alliance, when addressed to Alliance End to End Solutions, Inc. No other terms and conditions shall apply, including any terms or conditions contained in any purchase order, request for quote, bid proposal, response hereto, or other operational form of Company or Company's agent which are in addition to or different than the terms and conditions of this Agreement contained herein. Any of Company's terms and conditions which are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an authorized representative of Alliance. Delivery of the Software or other performance by Alliance with respect to the Software shall not constitute Alliance's acceptance of any additional or different terms and conditions.

**Alliance End to End Solutions, Inc.:**

**"COMPANY"**

**By:**

  
\_\_\_\_\_  
(Authorized Signature)

**Name:** **Te Jay B. Luna**

\_\_\_\_\_  
(Print or Type)

**Title:** **Asst. Vice President**

**Date:**

\_\_\_\_\_

**By:**

\_\_\_\_\_  
(Authorized Signature)

**Name:**

\_\_\_\_\_  
(Print or Type)

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

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