



5 Kenwood Circle  
 Franklin, MA 02038  
 Phone: 508 553 9600 Fax: 508 553 9610  
 E-mail: sales@crystallyneonline.com  
 www.crystallyneonline.com

## 2008 QuickQuote Order Form

Thank you for deciding to purchase the QuickQuote Estimating Software. Please fill out the form below and fax it to 508-553-9610 or E-mail it to sales@crystallyneonline.com to complete your order. Once we receive your payment, we will send you a notification invoice to confirm receipt of payment and our Standard Pricing Template in Microsoft Excel format for you to fill out. Remember that we cannot complete your order without a valid E-mail address to which to send the pricing template.

### Purchaser Information:

**Company Name:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

### Software License Agreement

The undersigned purchaser hereby acknowledges that a copy of Crystallyne' End User License Agreement was provided to the purchaser with this Order Form, the provisions of which are incorporated herein by this reference. By signing this Order Form in the space provided below, the undersigned purchaser hereby agrees to be bound by the terms and conditions set forth in the Crystallyne End User License as they apply to a "Licensee."

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Purchase Information:

#### QuickQuote Estimating Software

##### Single-User Version

	Unit Price	Qty	Amount
<input type="checkbox"/> 1 Payment of \$1500	\$1500	_____	\$ _____
<input type="checkbox"/> 2 Payments of \$800 (second payment due 30 days after first payment)	\$1600	_____	\$ _____

##### Multi-User Version

<input type="checkbox"/> 1 Payment of \$2000	\$2000	_____	\$ _____
<input type="checkbox"/> 2 Payments of \$1050 (second payment due 30 days after first payment)	\$2100	_____	\$ _____
	<b>Total:</b>		<b>\$ _____</b>

### Credit Card Information:

American Express     Discover     Master Card     Visa

**Card Number:** \_\_\_\_\_

**Security Code:** \_\_\_\_\_ (4 digit number on the front of your American Express, 3 digit number on the back of other cards)

**Expiration Date:** \_\_\_\_\_

**Name On Card:** \_\_\_\_\_

I hereby authorize Crystallyne Enterprises to charge my credit card for the amount indicated above, and agree to remit secondary payments (if applicable) no later than 30 days from this date or Crystallyne will terminate my use of the software. I also certify that the information I have provided regarding address, telephone, and E-mail is accurate and current, and that I will need to complete and return the Standard Pricing Template sent to the e-mail address I have provided in order to receive mv software.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CRYSTALLYNE'S END USER LICENSE AGREEMENT

A copy of this agreement can also be found at [www.crystallyneonline.com/EULA.pdf](http://www.crystallyneonline.com/EULA.pdf)

## 1. 2008 QuickQuote Order Form.

This Crystallyne End User License Agreement is attached to the Crystallyne 2008 QuickQuote order form (the "Order Form"). By executing the Order Form, the person or entity ordering the QuickQuote software (the "Licensee") pursuant to the Order Form has agreed to be bound by the terms of this License Agreement.

## 2. License Grant.

Licensee has ordered from Crystallyne, the QuickQuote estimating software (the "Software"). As used herein, the term "Software" includes any upgrades, modified versions, updates or enhancements made available to you hereunder, plus additions to and copies of the Software. The terms "You" and "Licensee" mean the person or company who is being licensed to use the Software. The term "Crystallyne" means Crystallyne Enterprises, a Massachusetts company, with offices at:  
5 Kenwood Circle  
Franklin, MA 02038

In consideration of the payment of the License Fee paid to Crystallyne, Crystallyne grants Licensee a nonexclusive and nontransferable license (the "License") to: (i) install one (1) copy of the Software on only five (5) computers at any time and (ii) make one (1) archival copy and one (1) or more back-up copies as reasonably necessary, of the Software provided Licensee affixes to each such copy all copyright, confidentiality, and proprietary notices that appear on the original.

The Software is "in use" when it is installed into the permanent memory of a computer or server – for example, a hard drive, CD-ROM or other storage device. Licensee must pay a license fee for each computer or server on which the Software is installed or used unless Licensee has contracted with Crystallyne for additional licenses. Licensee may install the Software on only five (5) computers. The installation of the Software on any additional computers or servers shall require the purchase of additional licenses.

## 3. License Fee.

As consideration for the License granted hereunder, Licensee agrees to pay to Crystallyne, a license fee ("License Fee") as set forth in the attached Order Form. The License Fee shall be due and payable in accordance with the terms of the payment option chosen by Licensee on the Order Form.

Any License Fee (or portion thereof), any Maintenance Fee (as defined in Section 7 below) and all other amounts to be paid to Crystallyne hereunder, that are not paid when due, shall accrue interest at a rate equal to the lesser of (i) one percent (1%) per month, and (ii) the highest rate permissible under applicable law, until such amounts are paid in full. Any failure by Licensee to make payment of the entire License Fee, or Maintenance Fee, or any portion of either, when due shall be a breach of this License Agreement and shall cause the License granted hereunder to terminate in accordance with Section 10 below.

## 4. Ownership.

It is hereby understood and agreed that Crystallyne is the owner of all rights, title and interest to the Software and all subsequent copies thereof, regardless of the media or form in which the originals or any copies may exist. Licensee, through its purchase of this product does not acquire any ownership rights to the Software.

## 5. Restrictions on Use.

The Software is protected by United States copyright laws and international treaties. Licensee must treat the Software like any other copyrighted material—for example a book. Except for the initial loading of the Software on a hard drive or for archival/back up purposes as provided above, Licensee shall not, without Crystallyne's express written consent: (i) copy or reproduce the Software; (ii) modify or adapt the Software or merge it with or into any other software; (iii) reverse engineer, disassemble, decompile, create derivative works of, or make any attempt to discover the source code of the Software; or (iv) permit the Software to be accessible via a computer network, or otherwise, to persons other than the Licensee, the Licensee's employees, the Licensee's agents, Crystallyne, or third parties collaborating with Licensee on projects in the ordinary course of Licensee's business, provided such third parties access the Software only for purposes involving such projects.

## 6. Restrictions of Transfer.

A. Licensee may not sublicense, rent, lease or lend or otherwise transfer any portion of the Software or make it available for use by persons other than the Licensee, the Licensee's employees or the Licensee's agents, in any time-sharing, service bureau, Internet, or other arrangement, except as otherwise expressly permitted under Section 5 above.

B. Licensee may not transfer the Software unless (i) Licensee obtains Crystallyne's prior written consent to such transfer; such transfer is a permanent transfer of the Software; and prior to such transfer, the transferee agrees in writing to accept the terms and conditions of this License Agreement, as they apply to Licensee. If Licensee transfers the Software, Licensee must simultaneously either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred.

## 7. Software Maintenance.

A. Standard Maintenance. Commencing on the Effective Date (as defined in Section 10 below) and for a period of twelve (12) months thereafter (the "Standard Maintenance Period") Crystallyne shall make available to Licensee, without any additional fee or charge, any new, corrected, updated or enhanced versions of the Software to the extent the same are made available to Crystallyne's customers who purchase the QuickQuote Software during such Standard Maintenance Period ("Maintenance").

B. Optional Maintenance. After expiration of the Standard Maintenance Period, Licensee may continue to receive Maintenance for an additional period of twelve (12) months commencing on the day following expiration of the Standard Maintenance Period, and for successive twelve (12) month periods thereafter (each an "Extended Maintenance Period"). As consideration for receiving Maintenance during any Extended Maintenance Period, Licensee shall pay to Crystallyne the applicable QuickQuote maintenance fee (as such fee is published by Crystallyne from time to time) in effect on the later of (i) the first day of such Extended Maintenance Period and (ii) the date upon which Crystallyne receives Licensee's request for such Maintenance (the "Maintenance Fee"). If Licensee does not receive Maintenance for any Extended Maintenance Period, and subsequently requests Maintenance for a later Extended Maintenance Period, then Licensee shall pay Crystallyne, in addition to the Maintenance Fee set forth in the previous sentence, a fee equal to such Maintenance Fee multiplied by the number of Extended Maintenance Periods that have expired and for which Licensee did not receive Maintenance hereunder. In order to receive Maintenance for any Extended Maintenance Period, Licensee must make a written request for such Maintenance to Crystallyne. Crystallyne shall have the right, at any time, to discontinue providing Maintenance to Licensee with respect to any or all Extended Maintenance Periods. If Crystallyne elects to discontinue providing Maintenance for any Extended Maintenance Period, Crystallyne shall notify Licensee of its election to discontinue Maintenance.

Continues On Next Page

## **8. Limited Warranty.**

A. Crystallyne warrants that for a period of thirty (30) days after the Effective Date (as defined in Section 10 below) (i) the physical media (if applicable) on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use, and (ii) the Software will perform according to its specifications.

B. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRYSTALLYNE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, REGARDLESS OF WHETHER CRYSTALLYNE KNOWS OR HAD REASON TO KNOW OF LICENSEE'S PARTICULAR NEEDS.

C. No employee, agent, dealer or distributor of Crystallyne is authorized to modify this limited warranty or to make any additional warranties.

## **9. Limited Remedy.**

A. Crystallyne's entire liability and Licensee's exclusive remedy for any claim under or breach of this License Agreement shall be: (i) the replacement of the Software not meeting the express terms of the Limited Warranty set forth in Section 8 above, or (ii) if Crystallyne or any of its authorized dealers or distributors are unable to deliver replacement Software that is free of defects in materials or workmanship or otherwise non-breaching, Licensee may terminate this License Agreement by returning the Software, and any License Fee previously paid by Licensee, to Crystallyne for the License granted hereunder shall be refunded.

B. CRYSTALLYNE WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, ANY INABILITY TO USE THE SOFTWARE, WORK STOPPAGE OR IMPAIRMENT OF ANY ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT CRYSTALLYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. C. CRYSTALLYNE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT WITHIN THE THIRTY (30) DAYS PRIOR TO ANY CLAIM. LICENSEE ACKNOWLEDGES THAT SUCH FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS LICENSE AGREEMENT AND THAT CRYSTALLYNE WOULD NOT ENTER INTO THIS LICENSE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

## **10. Term and Termination.**

This License Agreement takes effect upon Crystallyne's acceptance of the Order Form (the "Effective Date") and remains effective until terminated in accordance with the terms of this License Agreement. Licensee may terminate this License Agreement at any time by destroying all copies of the Software in its possession or control. It will also automatically terminate if Licensee fails to comply with any term or condition of this License Agreement. Licensee agrees that on termination of this License Agreement, Licensee shall either return to Crystallyne or destroy, all copies of the Software in Licensee's possession or control. This License Agreement will terminate automatically if (i) Licensee files or has filed against it, a petition under any applicable law relating to insolvency, or the protection of creditors, or bankruptcy law, (ii) Licensee makes an assignment for the benefit of creditors or (iii) a receiver or similar official is appointed for all or a substantial portion of Licensee's assets. Upon any termination of this License Agreement or the License granted hereunder, Crystallyne shall have the right to disable the Software.

## **11. Export Controls.**

The Software, including technical data, is subject to U.S. export control laws, including the U.S. Administration Act and its associated regulations, and shall not be shipped, transferred or exported into any country or used in any manner prohibited by such regulations. Licensee agrees to comply strictly with all such regulations and acknowledges that Licensee has the responsibility to obtain any necessary licenses to export, re-export, or import the Software.

## **12. Confidentiality.**

The Software contains trade secrets and proprietary know-how that belong to Crystallyne and it is being made available to Licensee in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF CRYSTALLYNE'S TRADE SECRET RIGHTS.

## **13. Jurisdiction, Disputes and Attorney Fees.**

This License Agreement will be governed by the laws of the State of Massachusetts as such laws apply to contracts between Massachusetts residents performed entirely within Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement. Any action or proceeding arising from or relating to this License Agreement must be brought in a federal court in the District of Massachusetts or in state court in Norfolk County, Massachusetts, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any action at law or in equity is necessary to enforce the terms of this License Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

## **14. General Provisions.**

A. This written License Agreement together with the Order Form is the exclusive agreement between Licensor and Crystallyne concerning the License and the Software, and it constitutes the parties' entire understanding with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements, negotiations or other dealings between the parties concerning the Software. This License Agreement may be modified only by a writing signed by the parties hereto.

B. Any notices required or permitted hereunder shall be given to the appropriate party at such party's address as set forth on the Order Form, or at such other address as the party shall specify in writing and shall be by personal delivery, electronic mail, facsimile transmission or certified or registered mail. Such notice shall be deemed given upon personal delivery to the appropriate address or upon the business day immediately following the date of any electronic mail or facsimile, or if sent by certified or registered mail, three days after the date of the mailing.