



**COMMERCE MANAGEMENT SYSTEM (CMS)
THIRD PARTY SOFTWARE AGREEMENTS AND DISCLOSURES**

Your agreement with NewHaven Software's End User License Agreement Terms & Conditions also indicates your acknowledgement and/or agreement with all of the terms and conditions and disclosures contained herein.

1. SYBASE SQL ANYWHERE (iAnywhere) LICENSE

The End User is only granted a non-exclusive, non-transferable right to use the Program(s) for its own internal business purposes. The End User may only use the Program(s) with and as part of the Application Bundle (CMS), and is prohibited from using the Program(s) for application development purposes or on a standalone basis.

The End User's use of the Program(s), as incorporated into the Application Bundle, shall be restricted to the number of Seats and/or Servers (as applicable) equal to the respective number of Seat and Server Licenses purchased by End User, as indicated in the End User Order.

The End User shall be prohibited from (a) sublicensing, timesharing, rental, facility management, or service bureau use of the Program(s); and (b) permitting third parties to remotely access and use the Program, as incorporated within the Application Bundle, over the internet, unless Partner has paid iAnywhere the applicable fees for any such usage of the Programs. "Service bureau" shall mean an arrangement pursuant to which (i) third parties are permitted to access and use the Programs, as incorporated within the Application Bundle, directly or indirectly by any means to process their own data; or (ii) the End User uses the Programs, as incorporated within the Application Bundle, to process the data of any third party.

iAnywhere retains title to the Program(s), and all copies thereof, and associated intellectual property rights therein. The End User may not copy the Program(s), except for inactive backup and archival purposes, and must include on any copy of a Program(s) all copyright, government restricted rights and other proprietary notices or legends included on the Program(s) when it was shipped to such End User.

iAnywhere, as licensor of software included in the Application Bundle, is an intended third party beneficiaries of the Sublicense Agreement and may enforce it directly against the End User.

iAnywhere and its licensors shall not be responsible for any direct, indirect, incidental, special and consequential damages.

Only object code versions of the Program(s) are licensed to the End User, and reverse engineering, disassembly or decompilation to derive source code shall be prohibited (except to the extent expressly allowed under applicable law without possibility of waiver).

The End User must agree to comply with all export and re-export restrictions and regulations ("Export Restrictions") imposed by the governments of the United States and the United Kingdom.

If the End User is the U.S. government, use, duplication or disclosure of the Program(s) and documentation by such End User shall be subject to terms and conditions consistent with any applicable FAR provisions, for example, FAR 52.227-19.

Although copyrighted, the Program(s) is unpublished and contain proprietary and confidential information of iAnywhere. The End User will agree to maintain the Program(s) in confidence and shall use a reasonable degree of care to protect the confidentiality of the Program(s).

Upon termination of the Sublicense Agreement for the Application Bundle, the End User shall destroy or return all copies of the Program(s).

Partner shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of the appropriate records of the End User to verify compliance with the terms of the Sublicense Agreement.

End User shall be restricted to Limited Use of the Program(s).

Any provision associated with the Free Download Components identified in the PSLT that is required to be passed on to an End User licensee, as indicated in the PSLT.

2. PA-DSS Certification Disclosure

Commerce Management System versions 7.x, 8.x, 9.x, and 10.0.x meet the criteria set forth by the PCI Security Standards Council, LLC (PCI SSC). NewHaven Software's agreement with the PCI SSC requires us to disclose the following information to all users:

"Acceptance and/or listing of a given product by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that product that was reviewed by an assessor or test laboratory qualified by PCI SSC (Assessor) and subsequently accepted and listed by PCI SSC (the "Accepted Version"), and only while such acceptance and listing are in effect. If any aspect of a product or version thereof is different from that which was reviewed by the applicable Assessor and accepted and listed by PCI SSC – even if the different product or version (the "Alternate Version") conforms to the basic product description of the Accepted Version – then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as such. The authoritative lists of products currently accepted by PCI SSC can be found on the PCI SSC

website at www.pcisecuritystandards.org. Please notify PCI SSC if you believe that any product purportedly accepted by PCI SSC does not appear on these lists.

No vendor or other third party may refer to a product as “PCI Approved” or “PCI SSC Approved”, and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or products, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a corresponding letter of acceptance provided by PCI SSC. All other references to PCI SSC’s approval or acceptance of a product or version thereof are strictly and actively prohibited by PCI SSC, should be reported to PCI SSC, and constitute a breach of applicable PCI SSC program requirements.

When granted, PCI SSC acceptance is provided to signify the Assessor’s determination that the product has demonstrated achievement of certain security and operational characteristics important to the security of payment card data, but such acceptance does not under any circumstances include or imply any endorsement or warranty by PCI SSC regarding the product vendor, the product, or the functionality, quality, or performance of the product or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied warranties of merchantability, fitness for purpose or noninfringement, all of which are expressly disclaimed by PCI SSC. To the extent any rights or remedies regarding products or services that have received acceptance from PCI SSC are provided, those rights and remedies shall be provided by the party providing such products or services, and not by PCI SSC or any of its payment brand members.”

3. Miscellaneous Disclosures

Commerce Management System includes reports created in Crystal Reports and a run-time version of Crystal Reports version 9.0. Some of the included report files contain barcode components licensed from IDAutomation.com, Inc. These products may only be used as part of and in conjunction with Commerce Management System.