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Master Testing Agreement For Primavera Certification Programs at VeriTest, a Service of Lionbridge Technologies, Inc.

Primavera Systems, Inc. has authorized Lionbridge Technologies, Inc. a Delaware Corporation that is neither a subsidiary nor an affiliate of Primavera, (Lionbridge shall be referred to herein as "VeriTest") to test software-based products of independent software vendors (ISVs) on the terms set forth in this Agreement. This testing is being done to assist Primavera in determining the suitability of ISVs to participate in certain marketing programs or to license the "Primavera Certified" logo (the "Logo") 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 in accordance with a test methodology established by Primavera for suitability to bear the Primavera Logo. This Agreement will cover the testing of the Products 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" provided by VeriTest including completion of all other registration forms as required by Primavera for each product to be tested. THIS AGREEMENT, WHEN EXECUTED BY BOTH YOU AND VERITEST, TOGETHER WITH EACH ADDENDUM THERETO AND ANY REGISTRATION FORM (PAPER OR ELECTRONIC), 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.

TO REQUEST THIS TESTING AND THE ASSOCIATED PRIMAVERA CERTIFICATION, OR RIGHT TO USE THE PRIMAVERA LOGO, ON ANY SOFTWARE, VENDOR MUST BE A CURRENT PRIMAVERA TECHNOLOGY PARTNER PROGRAM PARTICIPANT AND HAVE SIGNED THE PRIMAVERA SYSTEMS, INC. TECHNOLOGY PARTNER PROGRAM AGREEMENT AND ANY APPROPRIATE SUPPLEMENTS.

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 for participation in the program(s) indicated.

3. **Software Requirements and Related Information.** With respect to each Software application submitted, Vendor must describe the system and hardware requirements for such Software on Registration Forms provided by VeriTest for such Software, which Registration Form is to accompany the respective Addendum for such Software and shall be deemed incorporated therein. 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 thirty days following completion of testing and delivery of the Test Report for such Software, after which time VeriTest will destroy these materials, unless otherwise directed by Vendor. If Vendor so requests, VeriTest will make 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

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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 the results of the testing of such Software. Obtaining any result will not ensure that Primavera will grant to Vendor any right to use any trademark of Primavera 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 to Primavera, within the Test Period. The Test Period is defined as fifteen (15) business days after receipt of all deliverables from Vendor required for testing, including payment in full of the applicable Test Fee, software to be tested, completed registration forms and questionnaires, a fully executed copy of this Agreement and any Addendum, substantially in the form attached hereto as Attachment A, Vendor Equipment (if any), and any other items required pursuant to this Agreement or the applicable Addendum (including in the Step-by-Step Instructions referenced therein) have been received by VeriTest and acknowledged by VeriTest via email or fax. This Test Period will be appropriately extended for any failure of the Software or Vendor Equipment, or for any event described in Section 10 hereof. For Software in any language other than English, 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 or liability whatsoever with respect to their use or further disclosure, whether by Vendor, Primavera or third parties. The term "business day" shall mean a day that is not a Saturday, Sunday or public holiday in the location where the testing is performed.

5. **Only Primavera Can Accept Vendor in its Technology Partner Program and Grant License to its Trademarks, Regardless of Test Results.** VeriTest performs only certification and compliance testing hereunder. Primavera has reserved the right to refuse participation by any vendor in any of its trademark licensing and marketing or other programs regardless of the test results determined by VeriTest hereunder. Vendor hereby acknowledges and agrees that VeriTest does not have the right, power or authority, regardless of the test results achieved, to provide to Vendor, or to cause Primavera to provide to Vendor, any right to use any Primavera trademarks or license to participate in any Primavera program. In order for Vendor to obtain any right to use any Primavera Logo or trademark or participate in any Primavera program, Vendor must have current and valid Technology Partner Program Agreement with Primavera, including and any appropriate Supplements. Vendor hereby acknowledges that Primavera 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 Primavera for matters arising out of this Agreement and may not seek any refund of fees or damages against Primavera for work or services performed by VeriTest.

6. **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 PRIMAVERA OR OTHER PARTY'S PRODUCT, SOFTWARE, HARDWARE, TECHNOLOGY, DATA, OR EQUIPMENT. 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).

7. **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 12(b).

8. **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 (i) 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; or (ii) any claims that VeriTest did not have a valid license to the Software to perform its obligations hereunder; except to the extent that such losses, damages, liabilities, costs and expenses in connection with (i) or (ii) are directly attributable to the gross negligence, reckless conduct or intentional wrongdoing of VeriTest.

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

10. **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, Primavera 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, Primavera for any reason suspends or terminates VeriTest's authorization to perform certification testing on behalf of Primavera, 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.

11. **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.

12. **Grant of License to VeriTest.**

(a) Vendor hereby grants to VeriTest or, if it does not have the right to make such grant, Vendor will obtain from the applicable third party or parties prior to VeriTest's performance of the relevant tests, a limited, non-exclusive, non-transferable, royalty-free license to use Software, all

Vendor Equipment, and any user documentation provided by Vendor, for the purposes 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 or will obtain all rights and licenses necessary to make the warranties and representations and fulfill its obligations under this Agreement, including without limitation, granting the license in this Section to VeriTest.

13. **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.

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

Vendor Sign Here: _____ Date: _____

Print Name: _____

Print Title: _____

For Lionbridge Technologies, Inc.: _____ Date: _____

Print Name: _____

Print Title: _____

Addendum

Attachment A

Addendum No. ____

ADDENDUM TO THE MASTER TESTING AGREEMENT FOR PRIMAVERA CERTIFICATION PROGRAMS AT VERITEST, A SERVICE OF LIONBRIDGE TECHNOLOGIES between Vendor and Lionbridge Technologies, Inc. ("VeriTest") dated _____ ("MASTER TESTING AGREEMENT")

Instructions: You should complete and sign this Software Addendum only if you have completed and signed and delivered to VeriTest a Master Testing Agreement and wish to have VeriTest test or retest your Software in accordance with a test methodology established by Primavera for the tests listed under Section 2 below. All capitalized terms used in this Addendum shall have the meaning set forth in the Master 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 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 you wish to submit to VeriTest under the Master Testing Agreement. In addition, you must follow the "Instructions", including completion of the Registration Form (paper or electronic) as required for each Software to be tested.

TO REQUEST THIS TESTING AND THE ASSOCIATED PRIMAVERA CERTIFICATION, OR RIGHT TO USE THE PRIMAVERA LOGO, ON ANY SOFTWARE, VENDOR MUST BE A CURRENT PRIMAVERA TECHNOLOGY PARTNER PROGRAM PARTICIPANT AND HAVE SIGNED THE PRIMAVERA SYSTEMS, INC. TECHNOLOGY PARTNER PROGRAM AGREEMENT AND ANY APPROPRIATE SUPPLEMENTS.

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

1. **Information concerning Vendor:**

Company Name: _____

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

Certification Test(s) requested:

Primavera Certified

(a) If any Vendor Equipment is required to test 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 Primavera or for any other reason, 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 or email primavera@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 certification tests must accompany this Addendum. Vendor hereby agrees and acknowledges that any refusal by Primavera to grant to Vendor any right to utilize the Logo, 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" on the world wide web at www.veritest.com for the appropriate certification tests. 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.

Addendum

5. **Confidentiality and Nondisclosure.**

(a) Except as authorized under Sections 5(b), and 5(c) 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, or 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), and 5(c) 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 Primavera during Testing and Release of Test Results and the Test Report to Primavera.**

- (I) Vendor authorizes VeriTest to: (i) from time to time consult with Primavera (on an other than Vendor-anonymous basis) with respect to the Software and the testing performed pursuant to this Addendum, and (ii) provide Primavera with all interim and final test results and notes pertaining to the Software, including the Test Report, the Registration Form (on paper or diskette) and this Addendum.
- (II) Vendor acknowledges that Primavera will use, disclose or publish information regarding the Software, in Primavera'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 Primavera. Vendor acknowledges that any such Vendor-anonymous statistical information does not violate any of the nondisclosure provisions of this Addendum.

6. **Entire Agreement.** This Addendum together with the Master 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.

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

Vendor Sign Here: _____ Date: _____

Print Name: _____

Print Title: _____

For Lionbridge Technologies, Inc.: _____ Date: _____

Print Name: _____

Print 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)
- 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 Testing 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 Vendor Equipment is provided. Please see Section 3 of the Master Testing Agreement.