



SUBSCRIPTION AGREEMENT

BEFORE USING THE PROGRAM, YOU MUST READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. INSTALLING OR USING THE PROGRAM, INSTALLING REGISTRATION CODES, OPENING PROGRAM PACKAGING OR CLICKING "ACCEPT" IF YOU ARE READING THIS LICENSE ON A COMPUTER SCREEN, MEANS THAT "YOU" ARE AUTHORIZED TO ACCEPT THIS AGREEMENT, THAT YOU HAVE READ AND UNDERSTAND ITS TERMS AND THAT YOU AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, YOU MAY NOT OPEN, INSTALL OR USE THE PROGRAM, AND MUST IMMEDIATELY RETURN THE PROGRAM UNUSED TO THE PLACE WHERE IT WAS ACQUIRED FOR A FULL REFUND. FOR PURPOSES OF THIS AGREEMENT, THE TERM "CUSTOMER" INCLUDES YOURSELF AND ANY ORGANIZATION OR INSTITUTION LICENSING THE PROGRAM OR ON WHOSE EQUIPMENT THE SOFTWARE MAY BE INSTALLED OR USED.

This Agreement and the PeopleCube Sales Order (including any supplemental terms agreed in writing) comprise the complete and exclusive agreement between the Customer and PeopleCube ("Agreement"); supersede all other quotations, agreements, understandings, warranties and representations (whether written or oral); and may be accepted only in accord with their terms. Any of the documentation that conflicts with or purports to modify this Agreement is rejected and of no effect except to confirm amounts ordered. This Agreement may be modified only by a subsequent hard-copy document that purports to do so, and refers specifically hereto, and is signed by both the Customer and a PeopleCube officer.

Fees are specified on the Sales Order, are payable in United States (U.S.) Dollars only, and do not include any taxes, assessments, import duties or other government charges (excluding taxes based on PeopleCube's net income), all of which are the Customer's responsibility. Payment terms are net 30 days after invoice, unless otherwise specified on the Sales Order. Payments not received when due shall bear a charge of one and one-half percent (1.5%) per month of any overdue balance or the maximum rate permitted by law, whichever is less. Orders are subject to written acceptance, receipt of specified deposits, and continuing credit approval.

1. RESOURCE SCHEDULER SUBSCRIPTION GRANT

In consideration for subscription fees paid, PeopleCube grants to the Customer a non-sublicensable, non-transferable, nonexclusive subscription to use the Resource Scheduler Program solely for the Customer's internal business purposes for the term of the agreement and in accord with the terms of this Agreement. If the Customer has not paid all subscription fees due, the Customer must cease the use of the Program until all Customer's payments are current. The Customer may use the Resource Scheduler Program only for the number of Users, resources and/or systems for which authorized, as described on the Sales Order. PeopleCube shall have the right to audit the Customer's records pertaining to the numbers of Users and resources to ensure compliance with the

Sales Order and terms of this Agreement. The term “Program” means the object code form of the Resource Scheduler software program described in the Sales Order, and all user manuals, printed materials, and registration files for such Program (collectively “Documentation”) and all Updates, Upgrades, and related materials. Programs are customer installable and fees do not include installation.

1.1 Copies; Prohibited Uses. The Customer may make one copy of the Program for backup purposes only. The Customer may not use or provide access to the Program or use the Program for any purposes other than for internal business purposes. The Customer may not use the Program to provide services to any third party without PeopleCube's express written consent. The Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Program without PeopleCube's prior written consent. The Customer may not remove any disclaimer, copyright, trademark, proprietary rights, or other notice included on or embedded in the Program.

1.2 Ownership. PeopleCube owns or licenses, and retains all title, copyright, trademark, trade secret, patent, and other proprietary rights in and to the Program. This subscription is NOT a sale of the Program or any copy of it. The Customer obtains only the rights specified in this Agreement. PeopleCube reserves all rights not specifically granted.

1.3 Term and Termination. The initial term of this Agreement will commence on the Effective Date and continue for (3) three years, unless otherwise agreed to in the order documents. Thereafter, this Agreement will renew for additional (1) one year terms unless either party gives the other party prior written notice of non-renewal within 60 days prior to the expiration of the then-current term. PeopleCube reserves the right to increase the Fees applicable to any renewal term upon written notice to the Customer. Upon termination, the Customer will cease all use of the Program, and uninstall the Resource Scheduler Program.

2. UPDATES & SUPPORT

2.1 Updates. Upon payment in full of all applicable subscription fees, PeopleCube will make Updates available to the Customer if, as and when it makes them generally available to its other subscription customers. Updates will, upon installation, automatically become subject to the terms and conditions of the PeopleCube subscription agreement pertaining to the software being updated. “Update” means a bug fix, patch, or other revision to or modification of software that PeopleCube provides the Customer, including those it makes generally available to customers that subscribe to its software subscription services. Updates do not include Upgrades. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product’s version number. “Upgrade” means a major release of software, as determined by PeopleCube in its sole discretion. A major release typically is identified by a new number to the left of the first decimal point in the version number of an existing product name.

2.2 Support. Upon payment in full of all applicable support fees, PeopleCube will respond as described below to Error reports that the Customer submits during Working

Hours via the online Support Portal at <http://www.peoplecube.com/support/> or telephone in the US at 781-530-2600 (or 800-282-7319) or in Europe at +41 43 960 3680. The specific contact mechanisms or phone number may change as PeopleCube may designate from time to time. "Error" means (a) a material failure of the Customer's supported PeopleCube software to function in accordance with its documentation, or (b) any other alleged material defect in or malfunctioning of the Customer's supported PeopleCube software. "Business Hours" and "Business Day" mean 8:00 a.m. EST to 8:00 p.m. EST on weekdays, exclusive of PeopleCube company holidays.

2.2.1 Contact with PeopleCube Support must be channeled through Customer's named contact representatives who have been trained by PeopleCube at the Customer's expense in the use of the software being used. When reporting an Error, the named contact must describe the Error in reasonable detail, indicate the severity of the Error using the terminology set forth in the chart below, and specify any and all error messages observed. PeopleCube will use commercially reasonable efforts to respond to the Customer's Error reports within the times indicated

Priority	Failure Description	Standard Support	Premium Support
1	Critical (no useful work can be done)	4 business hours	2 hours (24x7)
2	High - Severe Impact (functionality disabled): errors which result in a lack of application functionality or cause intermittent system failure	1 business day	2 business hours
3	Medium - Degraded Operations: errors causing malfunction of non critical functions	1 business day	4 business hours
4	Low - Minimal Impact: attributes and/or options to utility programs do not operate as stated	Future release, on business justifiable basis	Future release, on business justifiable basis
	Enhancement Request	As needed	As needed

2.2.2 PeopleCube's acknowledgements of Error reports will contain either a resolution of the Error or a support plan describing the steps being taken by PeopleCube, and any steps to be taken by the Customer, to correct the Error. If PeopleCube requests further information about an Error, the Customer must promptly provide the requested information. Information requested by PeopleCube may include, by way of example and not limitation, manuals related to the Customer's hardware, network, or third party software; examples of software output; or configuration information, including .ini files and database files. PeopleCube will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered software reported by the Customer as specified above. PeopleCube will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a work around, or a maintenance release provided in the normal course of PeopleCube maintenance release schedule.

2.2.3 PeopleCube provides support only for the most current major release of software and the immediately preceding major release. PeopleCube will have no obligation to attempt to correct reported Errors that (a) cannot be reproduced or verified; (b) in PeopleCube reasonable judgment, should not exist under the circumstances in which the software is being used, taking into account its design specifications; or (c) result from (i) misuse of software by the Customer or others; (ii) modifications to software rendering it non-standard, regardless of who performed the modifications; (iii) failure or interruption

of electrical power; (iv) obsolescence of software due to changes in the Customer's network, hardware, or third party software; or (v) an accident or other cause external to the software, including, but not limited to, problems or malfunctions related to the Customer's network, hardware, or third party software. PeopleCube does not guarantee that all Errors will be corrected. PeopleCube will have no obligation to implement the Customer's requests for changes or enhancements.

2.2.4 If PeopleCube responds to a reported Error and the Error is determined to be outside the scope of PeopleCube support obligations, PeopleCube may charge for its time and reasonable expenses responding to the reported Error and the Customer must pay the charges. PeopleCube time will be billed at its standard daily consulting rate in effect for such services at the time the services are rendered. PeopleCube support services do not include Professional Services. These services are available for additional fees.

3.0 Professional Services.

PeopleCube Professional Services shall be as described on the Sales Order and may include, but are not limited to, server installations, upgrades, project planning and status meetings; business process design and re-engineering; training and facilitated practice; configuration; software implementation, integration or development services and other tasks. PeopleCube Professional Services may be delivered on site or remotely. The Customer's Professional Services team will identify the appropriate delivery venues.

3.1 Scheduling Professional Services is on a first-come, first-serve basis. Necessary preparation, such as configuring the Customer's server or providing a training room that meets technical requirements, will be communicated to the Customer in advance of the Consultant's visit. Reasonable efforts will be made to assign a local Consultant but no commitment can be given.

3.2 The Customer must cancel Professional Services commitments at least seven (7) calendar days before the first day of the commitment to avoid a cancellation penalty. The cancellation penalty is equal to one professional service day or the equivalent, regardless of the length of the original engagement. In addition, the Customer will be charged for all cost associated with canceling or rescheduling travel arrangements.

3.3 Professional service fees are charged in increments of two hours and deducted from the Customer's professional service account balance. Travel and expenses are not included in the purchase of Professional Service time, and are charged separately. These costs include, but are not limited to: airfare; transportation to or parking at the airport; car rental, mileage, and gas; hotel and charges assessed to make local or toll-free telephone calls; and meals. If the Customer does not have a balance in its account sufficient to cover the expected engagement, no commitment will be confirmed without a signed Sales Order equal to the length of the engagement. Please contact your sales representative to purchase additional days of service. Professional service days expire six (6) months after the date of purchase, with written (email) notice, unless agreed by both parties.

4. LIMITED WARRANTY.

All Programs are tools which PeopleCube hopes the Customer will find useful. However the Customer is solely responsible for the selection, use, performance, backup, and results associated with any Program use. PeopleCube does not warrant that the functions contained in the Program will meet the Customer's requirements or that Program operation will be uninterrupted or error free.

PeopleCube warrants that Maintenance, Support, and Services will be provided in a workmanlike manner, but does not warrant any particular result. This warranty gives the Customer specific legal rights. The Customer may have other rights that may vary from jurisdiction to jurisdiction.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALL PROGRAMS ARE PROVIDED "AS IS". PEOPLECUBE DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY WILL NOT BE ENLARGED OR AFFECTED BY ANY PEOPLECUBE TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE PROGRAM.

5. LIMIT OF REMEDIES & LIABILITY.

PEOPLECUBE'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM ASSOCIATED WITH THE PROGRAM OR ANY PRODUCT, MAINTENANCE, SUPPORT, OR SERVICE ASSOCIATED WITH THE PROGRAM OR SOFTWARE OR THIS AGREEMENT (THE "PRODUCT") SHALL BE, AT PEOPLECUBE'S SOLE OPTION, RETURN OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS OR ANY OTHER AGREEMENT, PEOPLECUBE SHALL NOT BE LIABLE FOR (1) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, STRICT OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO INACCURACY OF ANY DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF PROFITS, DATA OR USE) ARISING OUT OF OR IN CONNECTION WITH ANY USE OR INABILITY TO USE THE PROGRAM OR ANY PEOPLECUBE SERVICES WHICH MAY BE PROVIDED, OR ANY CAUSE RELATED THERETO, EVEN IF PEOPLECUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) ANY AMOUNT IN EXCESS OF THE LESSER OF THE PRICE, FEE OR CHARGE THEREFORE RECEIVED BY PEOPLECUBE FOR PRODUCT OR SERVICE DURING THE MOST RECENT ANNUAL PERIOD. PeopleCube expressly disclaims liability for any damages caused by the Customer, including but not limited to any failure to follow or observe PeopleCube's instructions or Documentation, or any failure or malfunction of any tools, equipment, facilities, or devices not furnished or approved by PeopleCube. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, some or all of the above limitations may not apply.

6.0 CONFIDENTIAL INFORMATION.

The Customer agrees that all PeopleCube-furnished information that is labeled "confidential", "proprietary" or the like ("Confidential Information") contains valuable proprietary information and/or trade secrets developed by PeopleCube or its licensor at great expense. The Customer will hold this Confidential Information in confidence and will not use, reproduce or distribute it except to their employees (and agents who agree to this provision) who may use it only as part of their responsibilities to the Customer. The Customer will report any unauthorized use or disclosure of any Confidential Information.

7.0 MISCELLANEOUS PROVISIONS

7.1 The Customer will deal with all Programs and technical data relating thereto in conformity with all U.S. export licensing laws and shall not trans-ship, divert, re-export or otherwise dispose of any U.S.-origin goods or technology except as U.S. laws and regulations expressly permit.

7.2. Amendment and Waiver. This Agreement may be modified, changed or amended only in a writing signed by both parties. Only an authorized officer of PeopleCube shall have any actual or apparent authority to sign or modify the terms hereof. No delay or failure to exercise any right provided herein shall affect either party's right to enforce that right or any other right hereunder at any other time, and no waiver or consent granted in any instance shall be deemed a waiver or consent in any other instance.

7.3. Severability. If any provision hereof is declared invalid by any lawful tribunal, it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of the Agreement. Or, if no such adjustment can be made, the provision shall be deleted and this Agreement's remaining provisions shall remain in full force and effect.

7.4. Independent Contractors. PeopleCube and the Customer are independent contractors, and neither party shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent or representative of the other party for any purpose. Neither party shall be responsible for the acts or omissions of the other, nor shall either party have any authority to make any representation or incur any obligation on behalf of the other party unless expressly authorized herein.

7.5. Assignment. Neither this Agreement nor individual transactions nor rights under it may be assigned, nor shall any obligation be delegated by the Customer without PeopleCube's prior written consent. Any other attempted assignment or delegation by the Customer shall be void. In the event of an assignment permitted hereunder, the provisions hereof shall be binding upon and inure to the benefit of the assignee.

7.6. Force Majeure. Except for payment obligations, neither party will be liable for any failure or delay in performance due of any obligation, in whole or in part, due to any cause beyond that party's reasonable control.

7.7. Limitation of Actions. No action, regardless of form, may be brought by either party more than twelve (12) months after the cause of action has arisen, except that PeopleCube may bring an action at any time for non-payment or relating to its intellectual property rights.

7.8. Governing Law; Survival. This Agreement, and all actions relating to this Agreement, the parties' relationship, or goods or services provided, purchased as a subscription hereunder, shall be governed and construed in accord with the laws of the Commonwealth of Massachusetts, USA, without reference to its conflict of laws provisions or the UN Convention for the International Sale of Goods; and any such action shall be brought and tried in Massachusetts. Both parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts over any claim or dispute arising out of this Agreement and waive any right each may have under applicable law or otherwise to a right to a trial by jury. The remedies set forth in this Agreement are not exclusive unless expressly so provided and, unless exclusive are in addition to all other remedies available under applicable law. The parties' rights and obligations under any provision which by its express terms or very nature continues in effect beyond the effective term hereof, shall survive any expiration or termination of this Agreement until fulfilled.

7.9. Notices. Any notice or communication required or permitted hereunder shall be in writing and be deemed received as of the date shown to be delivered to the Customer at the address set forth in the signature block on the Order Form, or to PeopleCube at the following address: 111 Speen Street, Suite 510, Framingham, MA 01701 USA or such other address as either party may from time to time notify to the other pursuant to this Section.

NOTE: If You have any questions concerning this Agreement, or desire to contact PeopleCube for any reason, You may do so through the sales representative offices listed below (this document appears within our web site at www.peoplecube.com):

FOR NORTH AMERICAN & ASIAN INSTALLATIONS:

PeopleCube

111 Speen Street
Framingham, MA 01701 USA
Main Number: +1 508 416 3600
Toll Free Number: +1 800 282-7319
Main Fax: +1 508 416 3601
Email: sales@peoplecube.com

FOR EUROPEAN & OTHER INSTALLATIONS:

PeopleCube

Twining House
43-57 London Road
Twickenham, Middlesex. TW1 3SZ
Phone: +44 (0) 208 744 3027
Fax: +44 (0) 208 744 3028
Email: europa@peoplecube.com