

TeamHeadquarters Software License and Service Subscription Agreement

This Agreement is a legal agreement between the User, being you or being represented by you, and you having represented that you have the authority to bind the User, and Entry Software Corporation ("Entry") governing the User's use of the Software and the Service.

By clicking "I ACCEPT", copying or installing the Software, or using the Software or the Service, you are agreeing that the User shall be bound by all the terms and conditions of this Agreement.

If you have not read, do not agree with, or do not understand any of the terms of this Agreement, do not click "I ACCEPT", do not copy or install the Software, do not use the Software or Service, and immediately destroy any copies of the Software you have made.

The User acknowledges and agrees that by your or its copying or installing of the Software, or your or its use of the Software or the Service, that you have read this Agreement, that you understand it, and that you agree that the User shall be bound by its conditions.

This Agreement gives the User certain rights as a user of the Software and/or the Service. The User may not distribute, sell, transfer or commercially exploit this Software or any products developed using this Software.

Definitions of capitalized terms are set out in Part C of this Agreement.

PART A: SOFTWARE LICENSE

The following terms apply to Users who have purchased a Software license.

1. License

Entry grants to the User a non-exclusive licence with respect to the Software and any Documentation as follows during the term of the license: The User may (i) use the Software on any number of computers within it system simultaneously to process its data in connection with the operation of its business at any time by the number of persons specified in an invoice or receipt from Entry, and (ii) copy the Software for backup purposes provided that any such copy contains all of the original proprietary notices.

2. Restrictions on Use

This Agreement does not permit the User to, and the User shall not:

1. distribute, sell, transfer, market or otherwise commercially exploit the Software;
2. assign, sublicense, lease, distribute or transfer in any way the rights granted to the User herein, without the prior express written consent of Entry, which may be arbitrarily withheld;
3. copy the Software or Documentation, except as permitted by this Agreement, and except to make a sufficient number of copies of the Software for backup, archival, test and sales purposes;
4. use the Software to provide a service bureau, timesharing service, or shared processing service unless otherwise permitted in this Agreement;
5. permit use of the Software or Documentation by unauthorized persons;
6. export the Software or Documentation into any country that does not have copyright laws that will protect the copyright of Entry and any third party software vendors from whom its licensing rights derive;
7. remove, alter, cover or obscure any Confidential Information, trade secrets, proprietary or copyright notices, trademarks or other proprietary or identifying marks or designs, or designations from any component of the Software, the Documentation or delivery media;
8. disassemble, translate, adapt, modify, decompile, reverse engineer, reconstruct, reuse, recreate, create derivative works from, disassemble, or unlock the Software or any component thereof;
9. combine any portion of the Software with any other software, source codes, or technologies without the express written permission of Entry;
10. pledge, mortgage, hypothecate, encumber or offer as security in any manner this Agreement, any of the rights granted hereunder, or any part of the Software, the Documentation, or components thereof; or
11. use the Software except as authorized herein.

Any use of the Software in violation of this Agreement will immediately terminate this Agreement and any right the User may otherwise have to use the Software. The term "Software" in this section 2 shall include Third-Party Software.

3. Support

Maintenance and Support is only available to Users which pay the current license, maintenance and support fees charged by Entry. Please contact Entry at sales@entry.com for more information.

PART B: SERVICE SUBSCRIPTION

The following terms apply to Users who have purchased a Service (SAAS) subscription.

4. Privacy, Security and Disclosure

Individual end users, when they initially log in, may be asked whether or not they wish to receive information and other critical and non-critical Service-related communications from Entry from time to time. Note that because the Service is a hosted, online application, Entry occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

5. Subscription and Restrictions

1. Entry hereby grants the User a non-exclusive, non-transferable, worldwide right to use the Service, solely for the User's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to the User are reserved by Entry and its licensors.
2. The User may not access the Service if it is a direct competitor of Entry, except with Entry's prior written consent. In addition, the User may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
3. The User shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User subscriptions cannot be shared or used by more than one individual user but may be reassigned from time to time to new individual users who are replacing former individual users who have terminated employment or otherwise changed job status or function and no longer use the Service for the User.
4. The User shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material,

including material harmful to children or material that violates any third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

5. Entry reserves the right to impose commercially reasonable limits from time to time on the User's usage of any email application integrated with the Service.

6. User's Responsibilities

The User is responsible for all activity occurring under its accounts and shall abide by all applicable laws, treaties and regulations in connection with the User's use of the Service, including those related to online conduct, data privacy, international communications (including any applicable import and export controls), and the transmission of technical or personal data. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the governing bodies for such purposes. The User shall: (i) notify Entry immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Entry immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the User or its individual users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

7. Account Information

Entry does not own the User's Customer Data. The User, not Entry, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Entry shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of breach by the User), Entry will make available to the User a file of the Customer Data within 30 days of termination if the User so requests at the time of termination. Entry reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, User non-payment. Upon

termination for cause, the User's right to access or use Customer Data immediately ceases, and Entry shall have no obligation to maintain or forward any Customer Data.

8. Third Party Interactions

During use of the Service, the User may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between the User and the applicable third party. Entry and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between the User and any such third party. Entry does not endorse any sites on the Internet that are linked through the Service. Entry provides these links to the User only as a matter of convenience, and in no event shall Entry or its licensors be responsible for any content, products, or other materials on or available from such sites. Entry provides the Service to the User pursuant to the terms and conditions of this Agreement. The User recognizes, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

9. Non-Payment and Suspension

Entry reserves the right to: (i) suspend or terminate this Agreement and your access to the Service if your account falls into arrears, and to (ii) impose reconnection and administration fees in the event are suspended and thereafter request access to the Service. The User agrees and acknowledges that Entry has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if the User's account is 30 days or more in arrears.

10. Excess Data Storage Fees

The maximum disk storage space provided to the User at no additional charge the greater of 10 GB or an aggregate of 500 MB per User license. If the amount of disk storage required exceeds these limits, the User will be charged the then-current storage fees. Entry reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

11. Term, Termination on Expiration or Reduction in the Number of Individual users

This Agreement commences on the Effective Date. The term of the Agreement will be determined by payment for the option chosen by the User, and will automatically renew at Entry's then current fees. Either party may terminate this Agreement or reduce the number of individual user licenses or subscriptions, effective only upon the expiration of the term of the License, by notifying the other party in writing at least five (5) Business Days prior to the date of the invoice for the following term. In the case of free trials of the Service, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Entry will make available to the User a file of the Customer Data within 30 days of termination if the User so requests at the time of termination. The User agrees and acknowledges that Entry has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Modification of Terms

Entry reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. The User are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

PART C: GENERAL TERMS

The following terms apply to Software licenses and Service subscriptions.

13. Definitions

"Agreement" means this document, together with any other documents or items referenced herein. All data submitted through the Entry.com Order Center, and any materials available on the Entry website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Entry from time to time in its sole discretion;

"Business Days" means Monday through Friday, excepting statutory holidays in Ontario, Canada.

"Confidential Information" means:

1. the Software and any part thereof in any format;
2. the Documentation;

3. third party confidential information disclosed to either Party by the other;
4. the terms and conditions of this Agreement; and
5. all information designated by either Party as proprietary and/or confidential or which, by the nature of the circumstances surrounding disclosure, ought to be treated as proprietary and/or confidential.

However, "Confidential Information", does not include information that:

6. is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving Party;
7. either Party can establish by documentary evidence is independently developed by them without the use of any Confidential Information; or
8. either Party can establish by documentary evidence it has rightfully obtained from a third party who has the right to transfer or disclose it.

"Content" means the audio and visual information, documents, software, products and services contained or made available to the User in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by the User to the Service in the course of using the Service;

"Dispute" means any disagreement, issue, difference or controversy that may arise between the Parties pursuant to or arising out of this Agreement.

"Documentation" means user documentation published from time to time by Entry in relation to the Software in any form and on any media.

"Effective Date" means the date you clicked "I ACCEPT".

"Effective Date" means the earliest of (1) the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, (2) the date you begin using the Software or Service, or (3) the date you first copy or install the Software.

"Employee" means an employee, agent, hire, contractor, consultant or representative who may be assigned by or act on behalf of or for either Party.

"Entry" means Entry Software Corporation, having a mailing address of 1673 Richmond Street, Suite 667, London, Ontario, Canada, N6G 2N3;

"Entry Technology" means all of Entry's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to the User by Entry in providing the Service;

"include" or "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"License" means the Software license, if any, granted to the User pursuant to this Agreement.

"Party" means either the User or Entry and "Parties" means both of them.

"Service" means use of services, developed, operated, and maintained by Entry, accessible via <http://www.entry.com> or another designated web site or IP address, or ancillary online or offline products and services provided to the User by Entry, to which the User is being granted access under this Agreement, including the Entry Technology and the Content;

"Software" means all or any subset or portion of TeamHeadquarters in object code format, and includes any customizations, improvements or additions made to such software.

"Subscription" means the Service subscription, if any, granted to the User pursuant to this Agreement.

"Third-Party Software" means certain software supplied by third parties that Entry provides access to as part of the Software and/or Service.

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by the User (or by Entry at your request).

14. Term and Termination

This Agreement is effective from the Effective Date until terminated by operation of this Agreement or any amendment of this Agreement. No notice by Entry shall be required to effect such termination.

15. Termination

Entry shall have the right to terminate this Agreement in the event that the User:

1. is in breach of any of its material obligations hereunder, or any obligation to Entry related to payment, which breach is incapable of cure or which being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach from the Party seeking to terminate the Agreement;
2. becomes insolvent;
3. executes an assignment for the benefit of creditors;
4. files or has filed against it a petition under any applicable bankruptcy law;
5. applies for, or has applied for on its behalf, a receiver;
6. has a receiver appointed for it by a creditor; or
7. ceases to carry on business.

16. Effect of Termination

Upon termination of this Agreement for any reason whatsoever, the User's licence and/or subscription and any rights under this Agreement shall terminate and the User agrees to immediately discontinue using the Software and/or the Service, and to immediately destroy all Software including copies and portions thereof. In no event may any of the Software or Service be used by the User for any purpose following the termination of this Agreement. Entry, in its sole discretion, may terminate your password, account or use of the Service if the User breaches or otherwise fails to comply with this Agreement. In addition, Entry may terminate a free account at any time in its sole discretion. The User agrees and acknowledges that Entry has no obligation to retain the Customer Data, and may delete such Customer Data, if the User have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach. In the event of the termination of this Agreement for any reason, the provisions of those sections hereof which are reasonably intended to survive termination of

this Agreement shall survive such termination and continue to be valid and binding.

17. Ownership

All Software, Documentation, Entry Technology, the Content and the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the User or any other party relating to any of the above is and shall remain the sole and exclusive property of Entry and Entry's licensors. Entry and Entry's licensors retain all rights with respect to the foregoing, including any copyright, patent and other proprietary rights, except the rights granted by way of this and similar non-exclusive licences. Any copy of the Software or the Documentation, or any portion thereof, is specifically subject to the terms and conditions of this Agreement. The Software and Service are licensed, not sold. Title, ownership rights, and all Intellectual Property Rights in the Software (including without limitation the source code, object code and Documentation) shall remain exclusively in Entry and its licensors. The User acknowledges such ownership and Intellectual Property Rights and will not take any action to jeopardize, limit or interfere in any manner with Entry's ownership of, or rights with respect to, the Software. The Software and Documentation is protected by copyright and other international property laws and by international treaties. The Entry name, the Entry logo, marks of Entry's licensors and the product names associated with the Service are trademarks of Entry or third parties, and no right or license is granted to use them.

18. Confidentiality

The Parties acknowledge and agree that the breach of any of the provisions of this Agreement relating to Confidential Information may cause serious and irreparable harm which may not be adequately compensated for in damages and, in the event of a breach of any such provision, the other Party may seek an injunction restraining the breaching Party from any further breach. Such action shall not be construed so as to in any way limit or prejudice any other remedy that a Party may have against the other in the event of such a breach.

The User acknowledges that Entry shall be entitled to communicate to the public the fact that the User is a licensee licensed to use the Software, and in so doing is specifically permitted by the User to use the User's name, trademarks, and other information generally used to identify the User.

19. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

20. LIMITATION OF LIABILITY

1. LIMITATION OF TYPE. IN NO EVENT SHALL ENTRY OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY TYPE OR KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, A LICENSE OR SUBSCRIPTION, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF STACORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.
2. LIMITATION OF AMOUNT. IN NO EVENT SHALL ENTRY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED: THE LICENSE AND/OR SUBSCRIPTION FEES PAID BY THE USER TO ENTRY FOR THE LICENSE AND/OR SUBSCRIPTION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL ENTRY'S LICENSORS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.
3. THE ABOVE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OF DAMAGES, AND WITHOUT REGARD TO WHETHER ENTRY AND/OR ENTRY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Third Party Software from Entry's Licensors

The Third-Party Software is subject to various other terms and conditions imposed by the licensors of such Third-Party Software. A list of the applicable Third-Party Software license terms, or links thereto, is provided in the About

box. THE USER MAY not use third-party software other than with the software or service, and MAY not use third-party software for development purposes without a separate license from the licensor. THE USER'S use of the Third-Party Software is subject to, and governed by, the specified Third-Party license terms, except that this Section 21 (Third-Party Software) and Section 22 (DISCLAIMER OF WARRANTIES) and SECTION 20 (Limitation of Liability) of this Agreement also govern THE USER'S use of the Third-Party Software. THE USER agrees to comply with such Third-Party license terms.

22. DISCLAIMER OF WARRANTIES

THE SOFTWARE AND/OR SERVICE ARE PROVIDED TO THE USER ON AN 'AS IS' AND 'WHERE IS' BASIS AND WITHOUT WARRANTY OF ANY TYPE OR KIND. ENTRY HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ON BEHALF OF ITSELF AND ITS LICENSORS ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. The User acknowledges that Entry is not liable if, among other things:

1. the Software or Service and any products, services, information or other material accessed through the Software or Service does not meet the User's requirements or expectations;
2. the Software or Service does not operate free of errors;
3. errors or defects will be corrected;
4. the Software or Service does not function with the User's hardware, system or data;
5. the Software is not installed on a dedicated server;
6. the Software is not compatible with other software applications, utilities, anti-virus solutions, or backup solutions within the User's computing environment;
7. the use of the Service will be secure, timely, or uninterrupted;
8. the User's network or the internet is unreliable;
9. any stored data will be accurate or reliable;
10. any data is lost;
11. the Service or the Server(s) that make the service available are free of viruses or other harmful components;
12. any data is lost; or
13. the Internet is unreliable.

23. Notice

Notices hereunder shall be in writing and addressed to the User at the address provided when purchasing this license or, in the case of Entry when addressed to Entry Software Corporation, Attention: President, 1673 Richmond Street, Suite 667, London, Ontario, Canada, N6G 2N3.

24. Dispute Resolution

1. To resolve any disputes which may arise between the Parties, the procedure below will be followed.
2. If the Parties are unable to resolve a dispute within ten (10) Business Days by consultation, then it shall be referred to a mediator chosen by the Parties. If the Parties are unable to agree on a mediator, then either Party may apply to a judge of the Ontario Court (General Division) for the appointment of an independent mediator with relevant experience and sufficient qualifications to provide mediation services to the Parties.
3. If the Parties are unable to resolve the dispute within fifteen (15) Business Days after the appointment of the mediator, it shall be referred to arbitration in accordance with the provisions set forth below.
 - i. If the User has a Canadian business establishment, the Dispute shall be finally settled by arbitration in accordance with the Arbitrations Act (Ontario).
 - ii. If the User does not have a Canadian business establishment, the arbitration shall be in accordance with the International Commercial Arbitration Act (Ontario).
 - iii. The award of the arbitration shall be final and binding upon the Parties, and enforceable in any court of competent jurisdiction.
 - iv. The venue for any arbitration hereunder shall be London, Ontario, Canada.
4. Nothing in this article shall defer or interfere with the entitlement of either Party to obtain injunctive relief.

25. Indemnification

The User agrees to defend, indemnify, and hold Entry harmless from and against all costs, liability, and expenses arising out of any claim that is related to (i) any breach by the User of its obligations under this Agreement; or (ii) the User's use of the Software or Service in any manner not contemplated by this

Agreement or the Documentation, including without limitation any activity that is illegal, offensive, immoral or that infringes on rights of privacy or the intellectual or proprietary rights of Entry or any third party.

26. Assignment

Entry shall have the right to assign this Agreement or any rights hereunder without the written consent of the User.

27. Survival

The provisions of this Agreement pertaining to Confidential Information, Intellectual Property Rights and other sections pertaining to rights and obligations that by their nature should survive termination shall survive the termination of this Agreement.

28. Waiver

Waiver of any default or breach of this Agreement by either Party shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a Party's liability by reason of any act, default, or occurrence prior to such termination, nor shall it preclude the non-defaulting Party from exercising or pursuing any other right or remedy as may be available to it at law or in equity, including a suit for damages or specific performance.

29. Severability

All sections, terms and provisions of this Agreement are severable, and the unenforceability or invalidity of any of these parts of this Agreement shall not affect the validity or enforceability of any other part of this Agreement. If any court or arbitrator of competent jurisdiction determines that any provision in this Agreement is invalid or unenforceable, it is the intention and desire of the Parties that the court or arbitrator either partially enforce such provision to the extent enforceable or modify such provision so as to render it valid or enforceable.

30. Governing Law

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International

Sale of Goods. The Parties hereby submit to the non-exclusive jurisdiction of the courts of Ontario, and the Federal Court of Canada.

31. Binding Nature

This Agreement is binding and enures to the benefit of the Parties, their successors and permitted assigns.