

LICENSE TERMS & CONDITIONS
For LICENSED PSOP SOFTWARE

ON TIME SYSTEMS, INC. (hereinafter OTS) and the LICENSEE identified on the OTS ORDER FORM(s) agree as follows:

1. Grant

- 1.1 Subject to the provisions contained herein, OTS grants to LICENSEE a non-exclusive license for the use of the copyrighted computer software product(s) specified in the ORDER FORM (hereinafter the SOFTWARE) by AUTHORIZED END-USER (as defined below) at the Site specified in the ORDER FORM. For purposes of this Agreement, "AUTHORIZED END-USER" shall mean any person who has access to the SOFTWARE and is employed by, or a contractor for, LICENSEE.
- 1.2 Based on the license type as indicated on the ORDER FORM, one of the following three license types is granted:
 - 1.2.1 If this Agreement is for a "Named Stand-Alone" license of the SOFTWARE, then OTS grants LICENSEE a non-exclusive, non-transferable right for the designated named individual(s) to use the SOFTWARE on a computer as long as only the named individual(s) use the SOFTWARE. LICENSEE agrees to establish a reasonable mechanism to ensure that only the individual(s) designated as named user(s) use the SOFTWARE and that the number of users does not exceed the number licensed.
 - 1.2.2 If this Agreement is for a "Named Primavera Matching" license of the SOFTWARE, then OTS grants LICENSEE a non-exclusive, non-transferable right for the designated named individuals to use the SOFTWARE on a computer as long as only the named individuals use the SOFTWARE. The individuals named must match in number the individuals named on the LICENSEE's "Named User Software" license agreement with Primavera (i.e., if LICENSEE's agreement with Primavera licenses Primavera's scheduling software for twenty named users, then twenty named users must be licensed under this licensing option). LICENSEE agrees to establish a reasonable mechanism to ensure that only those individuals designated as named users use the SOFTWARE and that the number of users does not exceed the number licensed. Furthermore, if LICENSEE increases the number of users in the "Named User Software" license agreement with Primavera, LICENSEE agrees to increase licenses for SOFTWARE by the same number.
 - 1.2.3 If this Agreement is for a "Concurrent Primavera Matching" license of the SOFTWARE, then OTS grants LICENSEE a non-exclusive, non-transferable right to install SOFTWARE on any number of LICENSEE's computers as long as the number of concurrent users does not exceed the number of licenses purchased. The number of users licensed to use SOFTWARE concurrently must be the same as LICENSEE's "Concurrent User Software" license with Primavera (i.e., if LICENSEE's agreement with Primavera licenses Primavera's scheduling software for twenty concurrent users, then twenty concurrent users must be licensed under this licensing option). LICENSEE agrees to establish a reasonable mechanism to ensure that the number of concurrent users of SOFTWARE does not exceed the number licensed. Furthermore, if LICENSEE increases the number of users in the "Concurrent User Software" license agreement with Primavera, LICENSEE agrees to increase licenses for SOFTWARE by the same number.
- 1.3 OTS will ship one (1) copy of the SOFTWARE specified in the ORDER FORM to LICENSEE within fifteen (15) days of the effective date of this Agreement. Method of shipment may be via physical media (e.g., CD) or electronically (e.g., web site provided for download purposes) at the discretion of OTS.
- 1.4 OTS grants LICENSEE a non-transferable, non-exclusive license to make the number of copies of the SOFTWARE set forth in the ORDER FORM for use on computers owned and controlled by LICENSEE, provided that each such copy shall remain subject to all terms of this Agreement, and shall include the copyright notice and any other proprietary notice set forth on the media. This notice must appear externally on any distribution medium and internally in machine-readable form.
- 1.5 If LICENSEE orders additional licenses of SOFTWARE from OTS, these licenses shall be considered to be included in the definition of SOFTWARE and are thereby subject to all provisions of this License Agreement.
- 1.6 OTS retains all title, ownership and copyrights to the SOFTWARE, including the media upon which the SOFTWARE is provided and all copies duplicated by LICENSEE under this Agreement. SOFTWARE is licensed, not sold, to LICENSEE.

2. Maintenance

- 2.1 For so long as this agreement is in effect, OTS shall provide maintenance beginning the date LICENSEE receives the SOFTWARE.
- 2.2 Maintenance, as used in this Section 2, includes enhancements, upgrades and improvements to the SOFTWARE, when and if developed, and reasonable efforts to correct errors or deficiencies in the SOFTWARE. Maintenance further includes reasonable technical assistance via the telephone to LICENSEE's designated support representative. LICENSEE agrees that the determination of the extent of technical support required shall rest exclusively with OTS and that OTS is not required to correct every error or problem LICENSEE may have with the SOFTWARE.
- 2.3 Maintenance will be provided only for the latest release of LICENSEE's version of the SOFTWARE, and may, but need not be, provided if a maintenance payment is past due or annual maintenance agreement is no longer in effect. Provision of maintenance under such circumstances does not constitute an obligation on OTS' part to do so in the future, nor discharge LICENSEE from any obligations to make payments.

3. Payments

- 3.1 All payments to OTS are due within thirty (30) days of invoice date.
- 3.2 If this Agreement is renewed, LICENSEE agrees to pay OTS the renewal fee applicable at the time of renewal on or before the anniversary date of each one (1) year renewal term.

- 3.3 OTS agrees to publish current price lists from time to time and to make reasonable efforts to send notice of the approaching payments due and the applicable fee approximately sixty (60) days in advance. If LICENSEE requires a purchase order before payment can be made, LICENSEE agrees to issue such purchase order no less than thirty (30) days prior to the due date.
- 3.4 All payments are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. LICENSEE shall be liable for payment of all such taxes, however designated or levied based on LICENSEE's possession or use of the SOFTWARE.

4. Restricted Use

- 4.1 LICENSEE shall use the SOFTWARE under this Agreement only on computers which are: 1) owned or leased by LICENSEE and 2) controlled by LICENSEE. The number of AUTHORIZED END-USERS of the SOFTWARE shall not exceed the number of copies of SOFTWARE specified in the ORDER FORM (which number may be modified in the future, by mutual agreement between the parties).
- 4.2 LICENSEE agrees to use the SOFTWARE only as indicated hereunder and not for commercial sublicensing, timesharing, rental, service bureau, or related uses.
- 4.3 LICENSEE agrees not to create, or attempt to create, or permit to help others to create, source code from the SOFTWARE furnished pursuant to this Agreement. LICENSEE agrees that it will not reverse engineer or decompile the SOFTWARE.
- 4.4 LICENSEE shall warn and advise each AUTHORIZED END-USER that receives a copy of the SOFTWARE that 1) the user is not permitted to copy the SOFTWARE, 2) the SOFTWARE cannot be transferred except as permitted herein and 3) LICENSEE must at all times have positive knowledge of the precise location of each copy of the SOFTWARE.

5. Term and Termination

- 5.1 This Agreement shall become effective upon signing by LICENSEE and OTS, and shall run for a period of one (1) year from the effective date of this Agreement, which day shall be the Anniversary date. Annual Renewal fees must be paid by LICENSEE on or before each Anniversary date for continued software upgrades and technical support.
- 5.2 OTS may terminate this Agreement upon written notice if LICENSEE violates any of the provisions of this Agreement and fails to correct the violation within thirty (30) days following a written notice specifying the breach. In the event of termination under this section, LICENSEE shall immediately stop using the SOFTWARE and certify to OTS that all copies of the SOFTWARE in LICENSEE's possession have been destroyed.
- 5.3 LICENSEE may terminate this Agreement at any time. If LICENSEE terminates this agreement prior to December 15, 2005, all payments made by LICENSEE to OTS shall be refunded. Upon termination of this Agreement on December 15, 2005 or later, or upon non-renewal of this Agreement, there shall be no refund of any payments, and LICENSEE shall pay promptly any fees that may be due.
- 5.4 Upon non-renewal of this Agreement, except for termination under section 5.2 or termination prior to December 15, 2005, LICENSEE shall have the right to use its installed version of OTS' software as perpetual software. Under perpetual status LICENSEE will no longer remain eligible for software upgrades and technical support. Perpetual status notwithstanding, LICENSEE agrees to uphold relevant sections of this license agreement, including sections 1, 4 and 7.

6. Limited Warranties

- 6.1 THIS SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL OTS BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF OTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS SET FORTH IN SECTION 6.2, OTS' MAXIMUM LIABILITY ARISING OUT OF, OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID HEREUNDER AS SET FORTH IN THE SOFTWARE ORDER FORM.
- 6.2 OTS agrees to defend, or settle at its option, any action against LICENSEE arising from a claim that the SOFTWARE infringes any copyright or trademark or any US third party patent provided that; i) OTS is promptly notified of such action and is given control over the defense or settlement thereof; ii) the SOFTWARE has not been modified by LICENSEE; and iii) the charge of infringement has not arisen from the use of the SOFTWARE in combination with other hardware or SOFTWARE components where it is the combination that is charged to infringe. OTS shall, at its option and expense, secure for LICENSEE the right to continue using the SOFTWARE, or replace or modify the SOFTWARE so that it becomes non-infringing, or grant LICENSEE a credit minus a reasonable depreciation for the use of the SOFTWARE, but in no event shall such credit be greater than the license fee paid hereunder.

7. Export Law Assurances

LICENSEE may not download or otherwise export or re-export the Software or any direct product thereof or any technical data related thereto except in full compliance with all United States export control laws and other applicable laws and regulations. Without limiting the preceding sentence, LICENSEE will ensure that neither the Software nor any direct product thereof nor any technical data related thereto: (i) is downloaded, exported or re-exported to any country, destination, entity, organization or individual to which the U.S. has prohibited the export of goods, as identified on any list maintained by the U.S. Bureau of Industry Security, U.S. Treasury Department or other U.S. government department or agency; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical or biological weapons proliferation. By downloading the Software, LICENSEE is agreeing to the foregoing and LICENSEE is representing and warranting that LICENSEE is not located in, under the control of, or a national or resident of any country or destination to which the U.S. has prohibited the export of goods and LICENSEE is not an entity, organization or individual to which the U.S. has prohibited the export of goods.

8. General Provisions

- 8.1 LICENSEE agrees that this Agreement and the SOFTWARE may not be assigned, sublicensed or transferred without the prior written consent of OTS, which consent may be withheld at the sole discretion of OTS.
- 8.2 LICENSEE grants OTS the right to audit the books and records of LICENSEE regarding the use of the SOFTWARE and the copies made, including the right to reserve a list showing each copy's custodian and precise location upon written notice of five (5) days, and to physically conduct such an audit.
- 8.3 OTS shall not be liable for delays or non-performance of this Agreement occasioned by strikes, fires, accidents or other causes beyond the control of OTS.
- 8.4 This Agreement supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein. This Agreement shall also prevail over any purchase order submitted for the SOFTWARE.
- 8.5 The headings for each section are stated for convenience only and are not to be construed as limiting.
- 8.6 If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.
- 8.7 The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Oregon.
- 8.8 Primavera is a trademark of Primavera Systems, Inc.

SOFTWARE TERMS & CONDITIONS
For TRIAL PSOP SOFTWARE

ON TIME SYSTEMS, INC. (hereinafter OTS) and the USER of TRIAL SOFTWARE agree as follows:

1. Grant

- 1.1 Subject to the provisions contained herein, OTS grants to USER a non-exclusive license for use of copyrighted computer trial software product(s) (hereinafter the SOFTWARE). The SOFTWARE addressed in these terms and conditions is intended for trial or demonstration purposes in order for USER to determine the suitability of SOFTWARE for purchase and license. SOFTWARE is designed to stop working approximately one month from the date SOFTWARE was installed, the license-expiration date. OTS is not obligated to further notify USER of this date in advance.
- 1.2 OTS grants USER a non-transferable, non-exclusive license to make any number of copies of the SOFTWARE provided that each such copy shall remain subject to all terms of this Agreement, and shall include the copyright notice and any other proprietary notice set forth on the media. This notice must appear externally on any distribution medium and internally in machine-readable form.
- 1.3 OTS retains all title, ownership and copyrights to the SOFTWARE, including the media (if any) upon which the SOFTWARE is provided and all copies duplicated by USER under this Agreement.

2. Support

- 2.1 Support includes reasonable technical assistance via the telephone to USER. USER agrees that the determination of the extent of technical support required shall rest exclusively with OTS and that OTS is not required to correct errors or problems USER may have with the SOFTWARE.
- 2.2 Support will be provided only for the latest released version of the SOFTWARE

3. Payments

- 3.1 SOFTWARE is provided for trial or demonstration purposes without fee or cost to USER.

4. Restricted Use

- 4.1 USER agrees to use the SOFTWARE only as indicated herein and not for commercial sublicensing, timesharing, rental, service bureau or related uses.
- 4.2 USER agrees not to create, or attempt to create, or permit to help others to create, the source code from the SOFTWARE furnished pursuant to this Agreement. USER agrees not to reverse engineer or decompile the SOFTWARE.
- 4.3 USER agrees not to use the SOFTWARE after license-expiration date described in paragraph 1.1 without prior written permission from OTS, which consent may be withheld at the sole discretion of OTS.

5. Limited Warranties

- 5.1 THIS SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL OTS BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF OTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2 OTS agrees to defend, or settle at its option, any action against USER arising from a claim that the SOFTWARE infringes any copyright or trademark or any US third party patent provided that; i) OTS is promptly notified of such action and is given control over the defense or settlement thereof; ii) the SOFTWARE has not been modified by USER; and iii) the charge of infringement has not arisen from the use of the SOFTWARE in combination with other hardware or SOFTWARE components where it is the combination that is charged to infringe.

6. Export Law Assurances

USER may not download or otherwise export or re-export the Software or any direct product thereof or any technical data related thereto except in full compliance with all United States export control laws and other applicable laws and regulations. Without limiting the preceding sentence, USER will ensure that neither the Software nor any direct product thereof nor any technical data related thereto: (i) is downloaded, exported or re-exported to any country, destination, entity, organization or individual to which the U.S. has prohibited the export of goods, as identified on any list maintained by the U.S. Bureau of Industry Security, U.S. Treasury Department or other U.S. government department or agency; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical or biological weapons proliferation. By downloading the Software, USER is agreeing to the foregoing and USER is representing and warranting that USER is not located in, under the control of, or a national or resident of any country or destination to which the U.S. has prohibited the export of goods and USER is not an entity, organization or individual to which the U.S. has prohibited the export of goods.

7. General Provisions

- 7.1 USER agrees that this Agreement and the SOFTWARE may not be assigned, sublicensed or transferred without the prior written consent of OTS, which consent may be withheld at the sole discretion of OTS.
- 7.2 The headings for each section are stated for convenience only and are not to be construed as limiting.
- 7.3 If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts of this Agreement.
- 7.4 The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Oregon.
- 7.5 Primavera is a trademark of Primavera Systems, Inc.