

Schedule A

SCHEDULEPOP™ TERMS AND CONDITIONS

SchedulePop Inc., a North Carolina company, having its principal place of business at 216 Carpathian Way Raleigh, NC 27615 (hereinafter "SP"), agrees to provide its SchedulePop Software to the Client ("Customer") signing this SchedulePop Licensing Agreement ("Agreement").

SP PROVIDES ACCESS TO AND USE OF SOFTWARE HOSTED ON EQUIPMENT OWNED OR LEASED BY SP (THE "EQUIPMENT"), AND THE PROVISION BY SP OF RELATED SERVICES THROUGH SUCH EQUIPMENT (THE "SERVICES") SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE A AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THE AGREEMENT THAT CONTAINS THESE TERMS.

Defined Terms. Capitalized terms in this Schedule A are limited in scope to this Schedule A. This includes capitalized terms defined in the preamble to Schedule A above and additional capitalized terms defined below.

"Authorized Users" means the individual persons authorized to use the Software pursuant to the license granted hereunder.

"Documentation" means user manuals, technical manuals and any other materials provided by Licensor, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Software" means the work shift scheduling software program known as SchedulePop™ for which Customer is acquiring a license.

"Services" has the meaning set forth in the preamble.

"Third Party" means any Person other than SP or Customer.

"Updates" means updates, upgrades, bug fixes, patches and other error corrections as SP makes generally available free of charge to all Customers.

License Grant. Subject to the terms and conditions herein, SP hereby grants to Customer, and Customer hereby accepts, a nontransferable (except as expressly provided herein), non-exclusive limited license, without right to sublicense, to use the Software solely through Authorized Users ("SP License"). Limited license shall be defined as being for the locations listed in the SP Agreement. It is understood that the Customer may upgrade their license to include additional locations by contacting SchedulePop and signing a separate agreement for those additional services.

The Services. Subject to the SP License granted herein, Customer is authorized to access the Services via the Internet and to use the Software and any Updates, and new versions of the Software that SP makes generally available solely for Customer's internal business needs. SP may develop and provide Updates and/or new versions of the Software in its sole discretion, and Customer agrees that SP has no obligation to develop any Updates or new versions at all. Customer further agrees that all Updates and new versions will be deemed Software, all subject to all terms and conditions of this Schedule A.

Restrictions on Use of Software. The Software shall be used only for Customer's internal use and only as specifically permitted by the SP contract and this Schedule A. Except as set forth herein, Customer shall not loan, rent, lease, assign, sublicense, distribute or otherwise transfer the Software; copy or reproduce the Software; alter, modify, adapt, translate or create a derivative work based on the Software; or disassemble, de-compile or otherwise reverse engineer the Software. The Software and Services are hosted on a website owned or licensed by SP and are accessed via the Internet by use of a password and user identification that is assigned to Authorized Users. Customer shall not permit any Third Party to use the Software or allow access to the Software other than to Authorized Users. Customer is solely responsible for maintaining the security of passwords required to access and use the Software

Support. SP agrees to provide e-mail and telephone support to provide assistance with use of the Software. Support will be available 9:00AM to 8:00PM Eastern Time Monday through Friday except holidays regularly observed by Licensor. The costs of such support shall be included in the SchedulePop subscription fee outlined in the SP contract.

Ownership of Software and Data. Apart from the rights enumerated in this Schedule A, Customer is granted no license or right to engage in any activity, or obtain any ownership rights, title or interest or any other interest in any product, mark or intellectual property rights of SP. Customer acknowledges SP's exclusive right, title, and interest in and to the Software and will not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of such right, title, or interest. All Customer data stored by SP is owned by the Customer; SP is entitled to use aggregated and anonymized data for its own purposes, but cannot sell, share or otherwise make available Customer data to any third party.

Availability of Services; Disruptions in Service. The Services and Software shall be available to Customer 24 hours per day, 7 days per week (except for normally scheduled maintenance to be scheduled between the hours of 10 pm and 8 am ET). SP shall use reasonable commercial efforts to notify Customer three (3) business days in advance of maintenance other than regularly scheduled maintenance that may affect availability of the Services and Software to Customer. Actions or inactions caused by third party service providers, such as providers of communications services used to access the Services and Software, may disrupt or impair Customer's connection to communications networks (or portions thereof) serving the Equipment. Although SP will use commercially reasonable efforts to take any action it deems appropriate to remedy and avoid such circumstances, SP cannot control disruptions in communications services or other services provided by third parties which are necessary to maintain access to the Services and Software and cannot guarantee that such disruptions will not occur. Accordingly, SP shall not be responsible for and will have no liability whatsoever resulting from or related to such circumstances. Further, SP shall not be liable for any delay or failure to perform its obligations under this Schedule A, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or Third-Party supplier failure or any act or omission of

any party authorized by Customer to access the Equipment, Software or materials used to provide the Services).

Disclaimer of Warranties and Limitation of Liability.

LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICE NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SERVICE OR WORK PRODUCT. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO USE OF THE SERVICE SHALL NOT EXCEED \$1500. THE FOREGOING LIMITATIONS DO NOT APPLY TO LOSSES, CLAIMS OR DAMAGES ARISING AS A RESULT OF CUSTOMER'S INFRINGEMENT OF SP's INTELLECTUAL PROPERTY RIGHTS, EITHER PARTY'S BREACH OF ITS PRIVACY, SECURITY OR CONFIDENTIALITY OBLIGATIONS, EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

Term and Termination.

The Term of this Schedule A shall be the same as the Customer's SP contract term.

In the event of a breach, as defined below, the non-breaching or non-defaulting party shall have the right, immediately upon giving notice to the other party, to terminate the SP License upon the occurrence of any of the following events:

- the failure by either party to comply with any of its material obligations hereunder or the breach by either party of any of the material provisions hereof, which failure or breach is not cured within thirty (30) days after receiving written notice thereof; or
- a receiver is appointed for either party hereto, a proceeding is commenced by or against either party under the Federal Bankruptcy Code or any state law concerning creditor relief, or a general assignment is made for the benefit of creditors.

Obligations upon Termination. In the event of termination of this Schedule A by Customer, all of Customer's rights hereunder, including the right to use the Services and the Software shall terminate. Upon termination, customers shall no longer have access to the Services or the Software. Termination of the SP License shall be in addition to and not in lieu of any legal or equitable remedies available to either party hereto.

Assignment and Delegation. Neither the SP License, nor the rights or obligations of either party hereunder, may be assigned or delegated by either party without the prior written consent of the other party, not to be unreasonably withheld; provided however, that the parties may freely assign this Schedule A to an affiliate or in connection with a change of control or the sale of all or substantially all of its assets, without obtaining consent. Any prohibited assignment shall be void.

Entire Agreement; Amendments. Each party acknowledges that it has read this Schedule A, understands it and agrees to be bound by its terms. This Schedule A states the entire agreement of the parties with respect to its subject matter. Any modification or amendment of any provisions of this Schedule A shall not be binding on either party unless in writing and signed by the authorized representatives of both parties.

Notices. Any notice given under this Schedule A shall be in writing and addressed to the other party and sent by registered or certified mail, hand delivery or express courier. Notices shall be deemed to have been given five (5) days after mailing to the addressee when sent by certified mail, upon receipt by the addressee when delivered by hand, or upon receipt when sent by express courier.

Force Majeure. Neither party shall be responsible for any failure to perform, or delay in performing, its obligations hereunder where and to the extent that such failure or delay results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or Third-Party supplier failure). The nonperforming or delaying party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probable duration of such delay or nonperformance.

Governing Law. This Schedule A and the rights, obligations and relations of the parties herein shall be governed by and construed in accordance with the laws of the State of North Carolina notwithstanding its conflicts of laws principles.