

PROJECTOR PSA, INC.

FREE TRIAL SUBSCRIPTION AGREEMENT

This Agreement relates to the trial use of Projector PSA's Professional Services Automation software ("Projector™" or the "System"), use of which is provided to the Subscriber in an Application Service Provider model (the "Service"). By clicking on the [I accept] button below, you are entering into an agreement between Projector PSA, Inc., a Delaware corporation having its principal office at 19 Crosby Drive, Suite 150, Bedford, Massachusetts ("PPSA"), and your organization ("Subscriber") that wishes to evaluate the System. Each party warrants that it has the right to enter into this Agreement.

In consideration of the premises and mutual covenants herein contained, PPSA and Subscriber hereto agree as follows:

1. PERIOD OF AGREEMENT

The Subscriber is entitled to use the Service for an evaluation period ("Free Trial Period") ending thirty (30) calendar days after the date you accepted this agreement. After the Free Trial Period, the Subscriber must enter into a subscription agreement with PPSA in order to use the Service.

This Agreement shall be effective for the duration of the Free Trial Period, unless terminated in writing on an earlier date by either of the parties in accordance with the terms of the Agreement.

2. SUBSCRIBER RESPONSIBILITIES

The Subscriber is solely responsible for the data entered in Projector, whether entered by the Subscriber or by PPSA on behalf of the Subscriber, and further acknowledges that PPSA is a passive conduit for the storage of data. The Subscriber further represents and warrants that the data (a) does not infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (b) does not violate any law, statute, ordinance or regulation; (c) is not defamatory, trade libelous, threatening, abusive, pornographic or obscene; (d) does not contain viruses or other similar harmful or deleterious programming routines; and (e) does not contain links to any such material.

The Subscriber agrees to provide PPSA current, complete, and accurate registration information ("Registration Data"), and to maintain and update the Registration Data as required, keeping it current, complete and accurate.

The Subscriber agrees not to resell the Service and agrees to be fully liable for the use of its account, including any unauthorized use of the account by a third party.

The Subscriber agrees to use Projector solely for the purpose of evaluating the Service for use in operating its business, and further agrees not to use Projector for the purpose of degrading the performance of Projector for other subscribers (for example, by submitting reports repeatedly specifically to degrade performance). Use of Projector to purposefully degrade performance constitutes a material breach of this Agreement and is subject to immediate suspension of Service.

3. INTELLECTUAL PROPERTY

PPSA grants the Subscriber nonexclusive rights during the Free Trial Period to use the Service (including any software, documentation, or other materials supplied by PPSA in conjunction with the Service) solely for the purpose of evaluating Projector for use in operating its business. The Subscriber further agrees to treat all usernames and passwords for the System as confidential information in order to restrict the use of the Service to the evaluation of Projector for use in operating its business. In no case will the Subscriber allow a person that the Subscriber knows to be affiliated with a competitor of PPSA to view or access

Projector, its documentation, its output reports, or any other information that could reasonably be construed to be PPSA intellectual property.

Except for the rights expressly granted herein, this Agreement does not transfer from OPS to the Subscriber any right, title, or interest in or to PPSA intellectual property. The Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from Projector or the Service.

The Subscriber will maintain ownership of the data that it has entered in the system and has the right to extract that data at will during the Free Trial Period, subject to the functionality of the product.

4. TERMINATION

The Subscriber may terminate the Service at any time by providing written notice to PPSA. Service will be terminated as of the end of business day of the date that PPSA receives such notice. PPSA may suspend the Service without prior notice in the case of a material breach of this Agreement by the Subscriber, and, in such case, may terminate the Service upon ten (10) days' prior notice.

In case of termination, the Subscriber may extract its data prior to the termination date subject to the limitations of the product. The Subscriber may request assistance from OPS for such data extraction for an additional fee. Except where specifically limited, all clauses in this Agreement shall survive any such termination.

5. LIMITATION OF LIABILITY

ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. OPS SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF OPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, OPS'S TOTAL LIABILITY FOR ALL ACTIONS OR CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), WARRANTY OR OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO MONEY DAMAGES, AND THE AGGREGATE AMOUNT THEREOF SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY SUBSCRIBER TO OPS FOR THE SERVICES SUBJECT TO DISPUTE.

6. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for reasons including, but not limited to Acts of God, Government restrictions, wars, insurrections, terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected.

7. MERGER, SUCCESSORS, AND ASSIGNS

The Subscriber may not assign or sublicense the rights granted under this Agreement. The merger or consolidation of the Subscriber or PPSA into or with any other entity shall not terminate this Agreement. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

8. CHOICE OF LAW

The laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

9. ARBITRATION

Any controversies arising out of this Agreement or its interpretation shall be settled in the Commonwealth of Massachusetts in accordance with the rules of the American Arbitration Association. The award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. Judgment on such award is final and binding on the parties, and may be entered in any court having jurisdiction thereof. The Subscriber irrevocably submits to the personal jurisdiction of any such court.

10. HEADINGS

The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs

11. WAIVER

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

12. NOTICES

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail, via certified or registered mail, return receipt requested, at the address set forth in the preambles hereto (or such other address as shall be specified in a notice given in accordance herewith). If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by certified or registered mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail properly addressed to the party to whom such notice, demand, or other communication is to be given.

13. ENTIRE UNDERSTANDING

This document constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement signed by both of the parties hereof.

14. UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF PPSA grants Subscriber access to the Service for the purpose of evaluating the Service, and Subscriber hereby acknowledges and consents to the terms of this Agreement.