

SUBSCRIPTION AGREEMENT FOR TRACTION SERVICES

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS THE ACQUISITION AND USE OF TRACTION® PROJECT MANAGEMENT SERVICES

Traction Services LLC (“Provider”) has developed process improvement project management software and content known to the parties as “Traction” for managing and monitoring the status of process improvement projects. Provider makes Traction available on-line to subscribers of the Traction service and provides support services delivered in connection with the Traction application. If you have entered into or enter into an agreement with MoreSteam.com or an affiliate of MoreSteam.com for non-Traction services, that agreement shall not apply to this Subscription Agreement or Provider, and the Traction Service shall not be considered a service or product or part of any service or product under such agreement, unless otherwise expressly agreed in writing by Traction Services, LLC.

1. Delivery and Implementation of Traction Service; Provider Responsibilities

A. Delivery. Within thirty (30) days after acceptance of an Order by Provider, Provider shall initiate the delivery and implementation of the Traction Service to afford access thereto by Licensed Users.

B. Exclusions. Some Provider Content and Provider Technology, including templates and tools, may require licensed use of third-party software, text, documentation and related materials. Provider is not responsible for delivering or otherwise fulfilling any third-party software, text, documentation or related materials. Specifically, Provider is not and shall not be responsible for fulfilling Microsoft Excel® software or like spreadsheet software for use with such templates and tools.

C. Customization. Customization of the navigation bar frame and any Provider Content shall be based on content supplied by Subscriber and by mutual agreement of the parties. Subscriber shall designate a single point of contact to coordinate all customization activities. Unless specified otherwise by the Order, all customization of the navigation frame shall be completed within thirty (30) days of receipt by Provider of required input from Subscriber. Any additional customization will be separately specified by mutual agreement and governed by the schedule of Fees set forth on the Order.

D. Timeliness of Performance. Provider understands that prompt performance of all services, including delivery and implementation of Traction Service, is required by Subscriber. Provider will use its best efforts to complete assignments in a timely manner and will endeavor to provide Subscriber with notice of any anticipated delays as soon as practical. Neither party shall be responsible for any delays that are not due to such party's fault or negligence or that could not have been reasonably foreseen or provided against.

E. Acceptance. Within the first thirty (30) days after initial delivery of Traction Service to a Licensed User, Subscriber shall identify any unsatisfactory performance and/or functionality shortfall and communicate such unsatisfactory performance or shortfall, if any, to Provider. Provider shall, at no additional cost to Subscriber, correct any deficiencies relative to Provider's then-current performance standards within thirty (30) days of receiving notice. If the performance standards are not met within sixty (60) days after the initial delivery of Traction Service, Subscriber may (a) immediately terminate this Agreement without any obligation or liability with respect to such deliverable to Provider, and Provider shall

immediately reimburse Subscriber any amounts paid to Provider.

F. Support Services. Provider agrees to provide administrative support services, hosting/availability support services, and technical programming services in the manner set forth in the Service Level Agreement attached hereto as Exhibit A.

2. Access; Licensed Users.

A. Limited License Grant. Provider hereby grants Subscriber (and its Licensed Users) a non-exclusive and non-transferable right to use the Traction Service, solely for Subscriber's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Subscriber are reserved. The Provider's name, logo and other service marks used in conjunction with delivery of Traction Service are the property of Provider, and no right or license is granted to use them. Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any of the Traction Service, Provider Technology or the Provider Content in any way; (ii) modify or make derivative works based upon the Traction Service or the Provider Content; (iii) link to or frame the Traction Service, any Provider Content or any portion thereof on any other server or Internet-based device; or (iv) reverse engineer or access the Traction Service for the purposes of (a) building a competitive product or service, (b) building a product using similar ideas, features, functions or graphics of the Traction Service, or (c) copying any ideas, features, functions or graphics of the Traction Service.

B. Licensed Users. User licenses cannot be shared or used by more than one individual, and Subscriber shall take reasonable efforts to assure that such sharing or concurrent use does not occur. Provider permits reassigning Licensed Users from time to time to accommodate employee turnover and changes in job status or function such that the former Licensed User no longer uses the Traction Service. Under no circumstances shall a third-party or non-employee of Subscriber be considered a Licensed User; provided, however, that Provider may consent to access by third-party consultants retained by Subscriber.

C. Access Periods. Licensed Users enrolled in the Traction Service shall have access to the Traction Service from the date of enrollment into the Traction Service through the Initial Term or the then-current term, as applicable. If an individual's employment terminates, Supplier will provide pro-

rata credit based on the percentage of the un-used enrollment period, up to 50% of the User Fee (as defined in the Order) with respect to such individual. Licensed Users can be re-enrolled or have their access extended for additional one-year periods upon payment of the applicable User Fee(s).

3. Subscriber Responsibilities.

A. Subscriber shall be responsible for all Licensed User activity and shall abide by all applicable local, state, national and foreign laws, and regulations in connection with Subscriber's use of the Traction Service, including those related to data privacy, privacy rights associated with personal information, international communications and the transmission of technical or personal data. Subscriber and all Licensed Users shall: (i) notify Provider immediately of any unauthorized use of any password or any other known or suspected breach of security of the Traction Service, any Provider Technology or other Provider facility; (ii) immediately report to Provider any unauthorized copying or distribution of Provider Content or Provider Technology that is known or suspected by Subscriber or a Licensed User and shall use reasonable efforts to stop such misuse; and (iii) not impersonate another Traction user or provide false identity information to gain access to or use the Traction Service or any other Provider facility.

B. Subscriber may use the Traction Service only for Subscriber's internal business purposes. Subscriber and Licensed Users shall not, without limitation: (i) send harassing email ("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 violative of third party privacy or trade secret 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 Traction Service, any other Provider Technology or facility or service or the data contained therein; or (v) attempt to gain unauthorized access to the Traction Service, its related systems or networks, or any other Provider facility.

C. Subscriber agrees to provide such information, facilities and services as reasonably necessary to enable Provider to meet its obligations under this Agreement (including but not limited to, specifications and communication of customization requirements).

D. Subscriber agrees to appoint an individual who will serve as the primary representative of Subscriber under this Agreement (a "single point of contact"). Initially, the Subscriber's single point of contact shall be the representative identified on the Order. The single point of contact will have overall responsibility for managing and coordinating Subscriber's communications between Subscriber and Provider on issues relating to Provider's delivery of Traction Services, including without limitation, Traction Service administration, customizations, Licensed User authorizations, and treatment of Subscriber Data. Subscriber may substitute or designate an alternative single point of contact at any time by advising Provider of such decision.

4. Intellectual Property; Subscriber Data.

A. Provider Intellectual Property. Subject to the license granted to Subscriber hereunder, Provider shall maintain and possess all rights and interests, including all related Intellectual Property rights, in and to the Traction Service, Provider Technology, and the Provider Content. Suggestions, ideas, enhancement requests, feedback, recommendations or other information that relate to modifications of the Traction Service and that are provided by Subscriber, any Licensed User or any other party shall also be owned by Provider. This Agreement and the licenses granted herein do not constitute a sale nor convey any rights of ownership in or related to the Traction Service, the Provider Technology or the Intellectual Property rights to Subscriber.

B. Subscriber Data. Provider shall not own any Subscriber Data and shall not acquire any Intellectual Property rights in Subscriber Data; provided, however, that Provider shall be deemed to have whatever rights are necessary to carry out its rights and obligations under this Agreement. In this regard, the parties anticipate that Subscriber Data shall reside on facilities owned or controlled by Provider, and Subscriber hereby grants Provider a limited license to maintain custody of Subscriber Data, to make copies of Subscriber Data, and to transmit Subscriber Data to fulfill Provider's obligations hereunder. Subscriber, not Provider, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data, and Provider shall not be responsible or liable for deletion, misuse, correction, destruction, damage, loss or failure to store any Subscriber Data caused by Subscriber or a Licensed User. Notwithstanding the foregoing, Provider shall be responsible and liable for the deletion, misuse, correction, destruction, damage, loss or failure to store any Subscriber Data caused by Provider's negligent acts or omissions or willful misconduct. Subscriber agrees to maintain back-up files of Subscriber Data on its own computing systems.

C. Back-Up; Disaster Recovery. As set forth in the Service Level Agreement attached hereto, the Traction Service includes a daily back-up of Subscriber's instance of the Traction application, including retaining a back-up copy of Subscriber Data. The back-up files of Subscriber Data shall be maintained at a disaster recovery site. Provider maintains disaster recovery plans/processes to provide service continuation in the event of total system failure.

5. Payment of Fees; Invoices.

A. Provider charges and collects Fees in advance for Subscriber's use of the Traction Service. Upon execution of this Agreement by both parties, Subscriber shall be obligated to pay Fees as set forth on the Order. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third-party without first obtaining Provider's permission.

B. Provider appoints MoreSteam.com LLC as its agent ("Agent") for invoicing and collecting Fees hereunder, and authorizes Subscriber to make payments of Fees directly to Agent. Any payments that Subscriber shall make to Agent in payment of Traction Service Fees shall be deemed paid to Provider by Subscriber and shall be deemed received by Provider. Provider shall have the right to withdraw its

appointment of an Agent and to change the appointment of its Agent by providing notice to Subscriber.

C. To the extent that Subscriber must render a purchase order or similar documentation so that Provider or Agent can invoice Subscriber for Fees payable hereunder, then Subscriber shall render such a purchase order within fifteen (15) days of the Effective Date and any anniversary thereof to enable Provider to invoice Subscriber for Fees that shall be due. Any purchase order or like documentation issued to Provider shall be deemed to incorporate all of the terms and conditions of this Agreement, and in the case of any discrepancy between the respective terms and conditions of a purchase order and this Agreement, the terms and conditions of this Agreement shall control.

6. Taxes. Fees and any other charges invoiced or collected by Provider are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for paying all such taxes, levies, or duties; provided, however, that Provider and not Subscriber shall be responsible for paying taxes based solely on Provider's income.

7. Non-Payment and Suspension. Provider reserves the right to suspend or terminate this Agreement and, consequently, Subscriber's access to the Traction Service if Subscriber's account becomes delinquent by more than 15 days. If Subscriber or Provider initiates termination of this Agreement, Subscriber will be obligated to pay the balance due on Subscriber's account computed in accordance with section 5. In the event Provider suspends or terminates Subscriber's access to the Traction Service for non-payment, Provider shall not incur liability for maintaining custody of Subscriber Data. Provider reserves the right to impose a reconnection fee in the event Subscriber's access is suspended and thereafter requests access to the Traction Service.

8. Term; Termination. This Agreement shall commence on the Effective Date. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year renewal terms at Provider's then-current fee structure, provided Provider communicates any changes in such Fee structure to Subscriber at least sixty (60) days in advance. Provider shall terminate this Agreement only (i) in the event of an uncured breach of a material term or (ii) upon the expiration of the Initial Term or the then-current renewal term by providing Subscriber Notice a minimum of sixty (60) days prior to the expiration of the effective termination day. Subscriber may terminate this Agreement at any time by notifying Provider and paying all Fees then due to Provider. In the event this Agreement is terminated (other than by reason of Subscriber's breach), Provider will make available to Subscriber a file of Subscriber Data within thirty (30) days of termination if Subscriber so requests at the time of termination. Subscriber agrees and acknowledges that Provider has no obligation to retain any Subscriber Data, and may irretrievably delete such Subscriber Data after ninety (90) days following termination for any reason. Any and all provisions or obligations contained in the Agreement, which by their nature or effect are required or intended to be observed, kept or performed after termination of this License Agreement, will survive the termination of this License Agreement and remain binding upon and for the benefit

of the parties, their successors (including without limitation successors by merger) and permitted assigns including, without limitation, Section 15 – Confidential Information.

9. Termination for Cause. Any breach of Subscriber's payment or confidentiality obligations or unauthorized access or use of Provider Content, Provider Technology or the Traction Service will be deemed a breach of a material term of this Agreement. In the event of such a material breach, Provider may immediately suspend Subscriber's access to or use of the Traction Service and provide notice to Subscriber of the breach and suspension. If such breach remains uncured following thirty (30) days of notice of such breach, Provider may terminate this Agreement immediately for cause.

10. Warranties.

A. Provider's Representations and Warranties. Provider represents and warrants that:

(1) each of its employees who may perform services under this Agreement shall have the proper skill, training and background so as to be able to perform under this Agreement in a competent and professional manner;

(2) it has the full right and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the rights granted in this Agreement;

(3) to its knowledge, neither Subscriber's use of the Traction Service nor the Provider Content, other materials or software provided to Subscriber under this Agreement will infringe any U.S. patent issued as of the Effective Date, or any copyright, trade secret or other intellectual or proprietary right of any third party; and

(4) during the term of this Agreement, the functionality of the Traction Service will substantially comply with the functionality of the process improvement project management application maintained by Provider as of the Effective Date and accessible via [<http://www.moresteam.com/traction.cfm>]. Provider's sole liability under this warranty shall be correction of the Traction Service to comply with the warranty.

B. Limitation of Provider's Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, PROVIDER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE TRACTION SERVICE, PROVIDER CONTENT OR CONFIDENTIAL INFORMATION PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS SECTION 10, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT PROVIDER SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DELETION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE TRACTION SERVICE OR THE PROVIDER CONTENT. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE PROVIDER CONTENT OR TRACTION SERVICE (OR SUBSCRIBER'S USE THEREOF) WILL BE FREE OF ALL ERRORS, THAT THE USE THEREOF WILL BE UNINTERRUPTED, THAT THE TRACTION SERVICE

WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, THAT THE TRACTION SERVICE WILL MEET SUBSCRIBER'S NEEDS, OR THAT ANY STORED SUBSCRIBER DATA WILL BE ACCURATE OR RELIABLE. PROVIDER MAKES NO WARRANTIES ABOUT PRODUCTS IT DOES NOT PROVIDE INCLUDING MICROSOFT EXCEL® SOFTWARE.

C. Subscriber's Warranties. Subscriber represents and warrants that:

- (1) it has the full right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (2) to its knowledge, all Subscriber Data will be original to or licensed to Subscriber, except for material in the public domain;
- (3) to its knowledge, none of the Subscriber Data or other materials provided by Subscriber to Provider via the Traction Service under this Agreement will infringe any issued U.S. patent, copyright, trade secret or other intellectual or proprietary right of any third party; and
- (4) it shall not, via the Traction Service, (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy or trade secret rights; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Traction Service, any other Provider facility or service or the data contained therein.

11. Mutual Indemnification.

A. Subscriber Indemnification Obligations.

Subscriber shall indemnify and hold Provider, its subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any allegation that any Subscriber Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Subscriber of Subscriber's representations and warranties; or (iii) a claim arising from the breach by Subscriber or Subscriber's Users of this Agreement, provided in any such case that Provider (a) gives written notice of the claim promptly to Subscriber; (b) gives Subscriber sole control of the defense and settlement of the claim (provided that Subscriber may not settle or defend any claim unless Subscriber unconditionally releases Provider of all liability and such settlement does not affect Provider's businesses or services); (c) provides to Subscriber all reasonably available information and reasonable assistance; and (d) has not compromised or settled such claim.

B. Provider Indemnification Obligations. Provider shall indemnify and hold Subscriber, its subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any allegation that the Traction Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Provider of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Provider; provided that Subscriber (a) promptly gives written notice of the claim to Provider; (b)

gives Provider sole control of the defense and settlement of the claim (provided that Provider may not settle or defend any claim unless it unconditionally releases Subscriber of all liability); (c) provide to Provider all available information and assistance in connection with the defense of such claim; and (d) has not compromised or settled such claim. Provider shall have no indemnification obligation, and Subscriber shall indemnify Provider pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Traction Service with any of Subscriber's products, service, hardware or business process(s).

12. Internet Delays. THE TRACTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, FAULTY OR CORRUPT COMMUNICATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET AND OTHER ELECTRONIC COMMUNICATIONS SYSTEMS. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Limitation of Liability. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID BY SUBSCRIBER UNDER THIS AGREEMENT. IN NO EVENT SHALL PROVIDER BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH TRACTION SERVICES OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE TRACTION SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, DELETION, ERROR OR OMISSION, REGARDLESS OF THE CAUSE(S), EVEN IF SUBSCRIBER HAS PREVIOUSLY ADVISED PROVIDER OF THE POSSIBILITY OF SUCH DAMAGES.

14. Local Laws and Export Control. The Traction Service, Provider Technology and third party technologies used to make the Traction Service available to Subscriber may utilize software and technology subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Subscriber acknowledges and agrees that the Traction Service site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are not maintained by Provider and are subject to change without notice. By using the Traction Service, Subscriber represents

and warrants that Subscriber is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Subscriber agrees to comply strictly with all applicable U.S. and foreign export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

Likewise, the Traction Service, Provider Technology and third party technology used to make the Traction Service available to Subscriber may use encryption technology subject to licensing requirements under the U.S. Export Administration Regulations. Provider makes no representation that the Traction Service is appropriate or available for use in locations outside of the United States of America. If Subscriber uses the Traction Service from outside the United States of America, Subscriber is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Provider Content contrary to United States law is prohibited. Subscriber further agrees that it will not load any Subscriber Data on the Traction Service that is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government for such purposes.

15. Confidential Information.

A. Each party acknowledges that it may have access to Confidential Information owned or possessed by the other. Each party acknowledges and agrees that any such Confidential Information shall remain the sole and exclusive property of the disclosing party. The disclosure of Confidential Information does not confer any license, interest, or rights of any kind in or to the Confidential Information, except as provided under this Agreement. Each party agrees that it will not use or disclose any Confidential Information for any purpose other than for delivering or utilizing the Traction Service, as the case may be. Each party agrees not to use or disclose any Confidential Information to any third party without the prior written consent of the other, and shall prevent unauthorized use, dissemination, or publication of the Confidential Information. For the purposes of this Agreement, "unauthorized use" shall include preparing products/course materials competitive to Provider products. Notwithstanding anything in this Section 15(A) to the contrary, each party shall be permitted to disclose Confidential Information to its employees, agents, representatives and contractors to the extent they have a need to know the Confidential Information to perform their duties in connection with, or utilize, the Traction Service and are obligated to treat the Confidential Information as confidential and use-restricted in the same manner and to the same extent as provided herein; provided, that the receiving party shall be responsible for any breach of this Section 15 by any such employee, agent, representative or contractor. Each party shall protect the Confidential Information of the other party with the same degree of protection and care it uses to protect its own Confidential Information, but in no event less than reasonable care. With regard to Confidential Information, the obligations in this section shall continue for the Term of this Agreement and for four (4) years thereafter. Each party agrees to notify the other promptly and in writing of any circumstance of which the party has knowledge relating to unauthorized possession or use

of any portion of the other party's Confidential Information by any person.

B. Nothing in this section shall prohibit or limit the use of information if (i) at the time of disclosure hereunder such information is generally available to the public through no act or omission of the receiving party; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure and was not acquired directly or indirectly from disclosing party or its affiliates; (iv) the information becomes available from a third party which is not legally prohibited from disclosing such information or (v) the information was independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.

C. Neither party shall disclose the terms, including pricing terms, of this Agreement except (i) as required by applicable law or regulation, (ii) to its employees and agents with a need to know such terms, or (iii) in connection with a potential merger or sale of all or substantially all of its assets; provided that in the case of this clause (iii) the receiving third party agrees in writing to be bound by the restrictions of this Agreement.

D. Subscriber agrees to issue a general press release indicating that Provider has been selected to provide Traction Services to Subscriber and to allow Provider to use Subscriber's trade name and logo on Provider's web site to indicate Subscriber as a subscriber of Traction Service.

D. A receiving party shall be permitted to disclose Confidential Information that is required by a government body or court of law to be disclosed; provided that prior to such disclosure, the receiving party shall provide prompt written notice to the disclosing party of such required disclosure (to the extent not prohibited by law) and shall cooperate with the disclosing party in any action taken by the disclosing party to protect against and/or limit such disclosure. Such disclosure shall be limited to those third parties, persons or entities required to receive such information, and the obligations hereunder with respect to such information shall otherwise continue to apply.

16. Notices. All notices, consents and approvals given under this Agreement shall be in writing and shall be delivered in person, or by first class or express mail addressed to the individuals identified on the Order for Traction services. Either Party may change its address or addressee by written notice to the other party.

17. Modification to Terms. The parties agree that this Agreement is the complete and exclusive agreement between the parties with respect to the Traction Service and supersedes all proposals and prior agreements, whether written or oral, and all other communications between the parties relating to the subject matter of this Agreement. The Order for Traction Services and the Service Level Agreement (Exhibit A) attached to this Subscription Agreement will be considered to be incorporated into and made a part of this Agreement for all purposes. In the event of any apparent conflicts or inconsistencies between the provisions of this Subscription Agreement (including its attachments) and any Order, such

provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, then this Agreement shall control. This Agreement shall be altered, amended or modified only by a written instrument executed by both parties. No purchase order, preprinted form or other document or communication whether in writing or electronic, shall add to or vary the terms and conditions of this Agreement. The terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

18. Assignment; Change in Control. Subscriber may not assign its rights or obligations under this Agreement without the prior written approval of Provider, such approval not to be unreasonably withheld, but may be assigned without Provider's consent to (i) an acquirer of the assets relating to operation of the Subscriber, (ii) a successor by merger or (iii) an affiliate of Provider. Any purported assignment in violation of this section shall be void.

19. General. This Agreement shall be governed by Ohio law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Traction Service shall be subject to the exclusive jurisdiction of the state and federal courts having jurisdiction over Powell, Ohio. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Subscriber and Provider as a result of this Agreement or Subscriber's use of the Traction Service. The failure of Provider to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Provider in writing.

20. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Confidential Information" shall mean information that is developed or otherwise owned or possessed by a party, that is not readily available to the public and that is not generally ascertainable by proper means by the public or has limited disclosure within the party, and that is treated and designated as Confidential Information. Confidential Information may consist of technical information including, but not limited to designs, patterns, devices, compilations, computer programs, methods, techniques and processes, as well as business information relating to the party's financial arrangements, business plans, plans for product development and marketing, services or promotions, sales manuals, customer, price, supplier or client lists, accounts, and the like. Confidential Information includes, without limitation, course materials, project management systems and content, practice and quiz/assessment materials, downloadable templates and other software, all code associated with such software, pricing and sales information and the identities of customers.

"Effective Date" shall mean the date the Order is accepted by Provider.

"Fees" or "User Fees" shall mean any monies due or payments made under this Agreement, including the sums set forth on the Order.

"Initial Term" shall mean the two (2) years immediately following the Effective Date.

"Intellectual Property" shall mean any and all inventions, patent applications, patents, designs and related rights, copyrights, trademarks, service marks, trade names, domain names, mask works, trade secrets, know-how and license rights, and all other forms of protection of a similar nature anywhere in the world, and any and all claims relating to such rights, whether existing or later accruing.

"Licensed User(s)" and "User(s)" shall mean employees of Subscriber who receive authorization to use the Traction Service.

"Order" shall mean a completed "Order for Traction Services" form accepted by Provider.

"Provider Content" shall mean all information, documentation, software, products and works of authorship contained or prepared by Provider, or made available to the Subscriber through accessing the Traction Service.

"Provider Technology" shall mean all hardware, software and know-how, including without limitation, all software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information, used to provide the Traction Service.

"Service Level Agreement" shall mean the specifications and processes set forth in Exhibit A.

"Subscriber" shall mean the organization identified on an accepted Order.

"Subscriber Data" shall mean any data, information or material in whatever form provided or submitted by Subscriber to the Traction Service in the course of using the Traction Service.

"Traction Service" shall mean the functionality and content of Provider's project tracking service made available to Subscriber under this Agreement. The Traction Service shall include both online and any offline components, and shall be comparable to the process improvement project management application maintained by Provider as of the Effective Date and accessible via <http://www.moresteam.com/traction/> and any ancillary online or offline products and services provided by Provider as part of such application. Traction Service shall include any customizations Provider may implement on behalf of Subscriber, and specifically includes Provider Technology and Provider Content.