



4 Jay Street, Cambridge, MA 02139 USA
www.cambridgedata.com

Cambridge Data Systems, Inc. Resume Management System (RMS) Service Agreement

This Agreement is between Cambridge Data Systems, Inc. (Cambridge Data) whose principal place of business is 4 Jay Street, Cambridge, MA 02139, USA and _____ (Customer), located at _____

This agreement, including Attachments A and B, lays out the obligations of Cambridge Data and Customer regarding provision of, and payment for, services related to the Resume Management System, Resume Management System - Recruiter Version, or Volunteer Selection System, as may be applicable.

Attachment A describes the pricing agreement and Customer contact information.

Attachment B describes the rights and responsibilities of each party in detail.

The body of the agreement summarizes the overall service being provided as follows:

RMS Service:

- Cambridge Data Systems will host the selected RMS version for the Customer on its servers, providing the services described in this document and on the Cambridge Data Systems web site describing the product.
- Cambridge Data provides a full satisfaction guarantee for the first 60 days of paid service and will refund all fees if the Customer is unsatisfied and wishes to stop service during this period.
- Services are provided on a month-to-month basis and Customer may terminate this agreement at any time, with payment due only for the then-current month. Upon termination Customer will receive a backup copy of all data tables and system documents.
- Cambridge Data fully guarantees that all data and documents in the Customer system will be used solely by Customer. Access to the Customer RMS by Cambridge Data will only be by technical staff for purposes of technical problem resolution. System access logs will be provided (in text format) to Customer at any time upon request.

Cambridge Data:

Signature: _____

Name: _____

Title: _____

Date: _____

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment A

RMS Hosted Service Fees and Payment Provisions

| | | | |
|---------------------------------------|--|--|-----------------------------------|
| Customer | | Start Date of RMS Service | |
| Billing Address | | Start Date of Paid Services | |
| City, State, Zip | | Payment terms for Monthly Fees: | Net 30, billed monthly in arrears |
| Phone Fax | | | |
| Customer Contact | | Email Direct Phone | |
| Billing Contact (if different) | | Email Direct Phone | |
| Technical Contact | | Email Direct Phone | |

Pricing (in US dollars):

Set-up Fee: \$0.00

Service Levels -

| | |
|------------------------------|----------|
| Up to 700 Profiles in RMS: | \$195.00 |
| Up to 1,300 Profiles in RMS: | \$255.00 |
| Over 1,300 Profiles in RMS: | \$325.00 |

Service Levels are determined by the actual number of personnel profiles in the system at the end of any month. Customer starts at the minimum service level and pricing increases only as the number of profiles grows. Customer can track the number of profiles on their system and delete consultants at any time.

Billing Options:

Monthly Billing – payment by Credit Card or Check, Payable to Cambridge Data Systems, Inc.

Invoices will be presented at the end of each month of service. For payments by credit card, a hard copy receipt will be mailed at the end of each month of service detailing charges.

Method of Payment

For Recurring Fees:

Invoice/Check

Credit Card

Credit Card Information:

| | | | |
|---|--|--|------------------------------|
| Visa <input type="checkbox"/> | MasterCard <input type="checkbox"/> | American Express <input type="checkbox"/> | Expiration Date ____/____ |
| Credit Card Name and Billing Address: | | | |

I authorize Cambridge Data to bill by credit card for the charges detailed above.

Cardholder Signature

Attachment B

Cambridge Data Systems Resume Management System (RMS) Hosted Service Level Agreement

This Agreement is between Cambridge Data Systems, Inc. (Cambridge Data) whose principal place of business is 4 Jay Street, Cambridge, MA 02139, and the customer identified in Attachment A (Customer).

This Agreement gives each party certain rights and responsibilities. Please read this Agreement carefully.

1. Definitions

Agreement - the terms and conditions in this RMS Hosted Service Level Agreement and the terms and conditions posted on the RMS website as may be updated from time to time;

Hosted Service - the RMS hosted service provided to Customer and consisting of software license, single database, and user documentation, all of which are proprietary to Cambridge Data.

Hosted Server - the server on which the Hosted Service and RMS is located;

Proprietary Information - the proprietary data of Cambridge Data that is made available as part of the Hosted Service;

Customer Data - all data created or submitted by Customer and/or Customer's Users and held in the Customer's RMS;

User - any person who has express or implied authorization from Customer to access the RMS;

RMS – the Resume Management System and associated data, tables, and login pages that are created for Customer's use as part of the Hosted Service;

Service Level – the basis for calculating normal monthly fees for the Hosted Service. Service Level is based on the number of profiles in the Customer's RMS, with a "profile" being defined as the record of one person registered in the system with a unique email address.

Attachment A – the sales agreement which will be attached and which describes the payment and fees for the service to which Customer is subscribing.

2. License Grant and Use Restrictions

Subject to the terms and conditions of this Agreement, Cambridge Data grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use and to electronically access the proprietary software that is a part of the Hosted Service, only in conjunction with the Hosted Service and in accordance with this Agreement and any specific additional agreement, which we may require you to accept prior to granting access to specific portions of the Hosted Service. Customer is prohibited from modifying, translating, decompiling, disassembling or reverse engineering or otherwise attempting to determine the source code for the operation of the Hosted Service, or creating derivative works based on the Hosted Service or any part of the Hosted Service or Proprietary Information. For purposes of this Agreement, “reverse engineering” shall mean the examination or analysis of the Hosted Service or Proprietary Information to determine its source code, sequence, structure, organization, internal design, algorithms, or encryption devices, and “Proprietary Information” shall mean all data, material, text, photographs, music, video, software, sound, graphics, other information or materials or portions thereof.

In no event shall Customer use the Hosted Service or Proprietary Information for any competitive purpose related to the Hosted Service. In order to protect Cambridge Data’s confidential information and trade secrets, Customer shall not develop, create, implement, provide, sell, rent, or resell any product or service which competes with the Hosted Service provided hereunder while this Agreement is in effect and for a period of one (1) year following termination of this Agreement.

3. Internet Access

In order to access and use the Hosted Service, Customer must obtain access to the Internet, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, Customer must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

4. Ownership, Data Backup, and Storage Size of Data and Custom Scripts

All data created by Customer or Customer’s Users in Customer’s RMS is fully owned by Customer. Customer may request all or part of its data at any time to store it locally or create backup copies. Upon termination of the Hosted Service, Cambridge Data will provide a backup of the Customer’s data to the Customer either on tape, CD, or DVD. This data will include all RMS documents and data tables, including linkages among data tables. The state of the backed-up data will be such that the Customer will be able to restore the data onto various commercially available database programs, though it will not be customized for any particular program. Proprietary RMS functionality,

including web interfaces, search screens, report layouts, etc. will not be included as part of this data provided to the Customer, unless the entire system is purchased by the Customer.

Customer's data may reach a maximum storage size of 250 MB with no extra charge for storage space. (Charges based on number of documents are included in Attachment A.) Typical customer RMS's with several thousand documents are around 100 MB in size. The size limit could potentially be reached if numerous large files (bmp files, other graphic files, etc.) were included as documents in the RMS. If Customer requires additional storage space, it will be provided at additional cost.

Customer is not allowed to add custom programming scripts to its Hosted Service. Any custom script writing, testing, and troubleshooting will be done by Cambridge Data at Customer's request at Cambridge Data's normal hourly consulting rate.

5. Customer Conduct

- A. Customer is responsible for all activity relating to or arising from its RMS.
- B. Customer agrees not to:
 - 1. Upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate any information that (or the transmission, distribution, publication or dissemination of which):
 - (a) Is unlawful; harmful; threatening; abusive; harassing; tortious; defamatory; vulgar; obscene; or, libelous or promotes such activity;
 - (b) Infringes any proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
 - (c) Violates any contractual or fiduciary relationships;
 - (d) Knowingly contains: software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices; or any other harmful or disruptive program.
 - 2. Provide misleading Company Information; create a false identity or manipulate identifiers to mislead others or to disguise the origin of any information stored in the RMS or transmitted through the Hosted Service; impersonate any person or entity; or, otherwise misrepresent any affiliation with a person or entity;
 - 3. Attempt to gain unauthorized access to other Customers' RMS's located on the Hosted Server, to other Customers' Account Information, or other computer systems, servers or networks connected to the Hosted Service or any portion thereof;
 - 4. Violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation; or
 - 5. Use Cambridge Data's, or RMS's name, the Hosted Service, or any portion of either to (a) promote any business, product or service, through

the sending of unsolicited e-mail; or, (b) send the same or substantially similar unsolicited e-mail message, whether commercial or note, to a large number of recipients (collectively, "Spam"); or, (c) harass others by sending more than ten (10) similar messages to the same email address or more than 10MB of data to a newsgroup ("Bombing"); or, (d) use the RMS mail server to generate any of the foregoing.

We will determine in our individual sole discretion whether any of the messages you send violate this Agreement. We may remove the offending RMS – without the time periods required under the "Termination" section hereof – and immediately terminate your rights if we become aware of any violation of this Anti-Spam Policy by you or your Users. We reserve the right to take legal and technical action to prevent use of e-mail in violation of this agreement.

6. Cancellations and Termination

The Agreement shall continue in effect with automatic renewal and billing for the same term as the term specified in the latest version of Attachment A, unless:

- (a) terminated by either party without cause, with 30 days notice;
- (b) terminated by Cambridge Data, if Customer has breached any material term of this Agreement and fails to cure such breach within 48 hours after receiving notice of same from Cambridge Data;
- (c) terminated by Cambridge Data, if Customer fails to pay any amount due hereunder with 60 days of invoice receipt or violates any of the restrictions set forth in Sections 2, 4, 5, 7, 11, or 12 hereof with respect to the use of the Hosted Service or the disclosure of Proprietary Information;
- (d) Cambridge Data discontinues the Service for any reason, with 30-day notice;
- (e) Cambridge Data breaches any material term of this Agreement.

Termination notification by Customer must be in writing and delivered by mail, or by email with confirmation of receipt, to Cambridge Data Systems, Inc., 4 Jay Street, Cambridge, MA 02139 or to dsears@cambridgedata.com. Sections 2, 5, 6, 7, 9, 10, 11, and 12 shall survive any termination or expiration of this Agreement.

Termination by Cambridge Data under provisions (b) or (c) will be immediate.

In the event of Service termination under subsections (a) or (d), Cambridge Data shall reimburse Customer for any pro-rata portion of fees paid in advance for any period that succeeds the 30 day notice period. If termination occurs under section (e), Cambridge Data will reimburse customer for the pro-rata portion of fees paid in advance as of the date of Notice.

7. Fees and Payment Requirements

Customer agrees to pay the fees stated in the current or any renewal Attachment A within 30 days of receipt of invoice or immediately if payment is made by credit card. All invoices which are not paid in full within 30 days of receipt may incur a late charge of 1.5% per month (18% per annum).

Failure to pay invoices within 60 days may result in immediate termination of service under section 6 (c) above. If Customer defaults on payment, Customer agrees to pay Cambridge Data for all collection expenses, including attorney and collection agency fees.

Any future price increases for current service levels will be documented in a new Attachment A and will never apply to any billing period that has been prepaid. Cambridge Data will provide customer with 30-day notice of any price increases within Customer's current service level. During this notice period Customer will be allowed to purchase up to 12 months of pre-paid service at the current price levels, with any discounts then in effect.

When Customer's Service Level, based on number of profiles in the Customer's RMS, increases to a higher fee, Customer will be given at least 30 days notice before higher fees are charged. A new Attachment A will not be executed in this case. In determining the Customer's Service Level, an inventory of the number of profiles in the RMS will be taken between the 20th and the last day of the month subject to billing.

8. Satisfaction Guarantee

If Customer is not fully satisfied with the Hosted Service, Customer may cancel service with the first 30 days and receive reimbursement for any monthly service charges paid and any setup fee paid.

9. Limited Warranty

- (a) Cambridge Data warrants that it has the right to license Customer to use the Hosted Service and Proprietary Information.
- (b) THE SERVICE AND APPLICABLE USE INSTRUCTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMBRIDGE DATA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY

HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAMBRIDGE DATA OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ASORTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, CAMBRIDGE DATA'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR 2 (TWO) MONTHS OF THE HOSTED SERVICE OR U.S. \$5.00; BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. Protection of Confidential or Proprietary Software and Information

Customer acknowledges that the Hosted Service made available to Customer by Cambridge Data constitutes copyrighted or proprietary property of substantial value to Cambridge Data. Customer agrees to take reasonable security measures to prevent the unauthorized duplication, distribution, or use of the software and Proprietary Information, and in no event shall such measures be less than Customer uses to protect its own proprietary information. In addition, Customer agrees to honor and comply with reasonable requests submitted by Cambridge Data in order to protect their respective rights in the Hosted Service.

12. Indemnification by Customer

Customer shall indemnify and defend Cambridge Data and hold it harmless from and against any loss, damage, or expense, including reasonable attorneys' fees, arising out of (i) claims by third parties relating to Proprietary Information or analysis provided to third parties by Customer from Customer's use of the Hosted Service (unless such use is due to Cambridge Data's gross negligence and/or willful misconduct), or (ii) unauthorized use of the Hosted Service by Customer as described in Section 2 and 5 and/or non-adherence to Customer's obligations as described in Section 5 and 11.

13. Obligations of Cambridge Data

Cambridge Data will host the Customer's RMS on servers which are located (I) at the Chicago, Illinois, USA facility of RCN Corporation. Details of the hosted facility in the USA are provided at <http://www.rcn.com>. Cambridge Data may choose to relocate the Hosted Servers at some later date. If such relocation becomes necessary, Customer will be notified at least 30 days in advance, and will have the right to cancel service.

Cambridge Data will regularly install upgrades of the RMS to the Hosted Servers as soon as they become generally available, so that Customer receives the benefit of all enhancements and improvements to the product. Cambridge Data will notify Customer by email of any upgrades that affect the program functionality.

RCN performs regular backups of Customer data and keeps backed up data in a secure location.

Customers are given full administrative access to their RMS and, after the initial setup by Cambridge Data, are responsible for customizing and maintaining their own RMS.

14. Customer Support

Following set-up, Cambridge Data shall maintain the Hosted Service continuously. Cambridge Data will provide on-going support to Customer in the use of its own RMS. Cambridge Data will respond to Customer's telephone inquiries regarding the Hosted Service during normal business hours, 9am to 5pm US East Coast time.

Customer will be provided with an email address to submit questions 24 hours a day, 7 days a week; responses will generally be made within 48 hours.

Should Customer require a higher level of service, a Premium Service Contract may be purchased at additional cost to cover the specific needs of the Customer.

15. General

- (a) Customer may assign the Agreement only with the written consent of Cambridge Data.
- (b) Notices shall be deemed given on the date delivered, if delivered by hand, and 3 days after the date of mailing, if mailed. Notices for Customers located in North America shall be given to Cambridge Data Systems, Inc., 4 Jay Street, Cambridge, MA 02139 USA Attention: RMS, and to Customer at the address stated in Attachment A.
- (c) This Agreement, terms and conditions on the Cambridge Data website, and all Attachments A, when executed, shall comprise the exclusive statement of

Agreement between Customer and Cambridge Data, and shall supersede all preceding agreements and proposal, whether oral or written.

- (d) Neither Cambridge Data nor its suppliers shall be responsible for delays or performance failures caused from acts beyond their reasonable control.
- (e) The Agreement, all intellectual property issues, and rights and obligations shall be governed by the laws of the United States of America and the Commonwealth of Massachusetts governing contracts.
- (f) Terms and conditions of the Agreement are severable. If any provision is deemed illegal or unenforceable, all other provisions shall remain in effect.
- (g) The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (h) Terms and conditions of the Agreement herein shall prevail in any conflict with terms of Customer's purchase order.