

CREATIVE LEARNING BY DESIGN SOFTWARE SUBSCRIPTION AGREEMENT

THIS SOFTWARE CANNOT BE DEPLOYED UNLESS YOU, THE "SUBSCRIBER", ACCEPT THE TERMS AND CONDITIONS OF THIS END USER SUBSCRIPTION AGREEMENT ("AGREEMENT") PAYMENT OF THIS INVOICE WILL BE CONSIDERED ACCEPTANCE OF THE SUBSCRIPTION AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. IF, UPON REVIEW, YOU CHOOSE NOT TO ACCEPT THE TERMS AND CONDITIONS AS SET FORTH HEREIN, DO NOT ACCESS THIS SOFTWARE AND CONTACT CREATIVE LEARNING BY DESIGN (CLD) FOR A FULL REFUND.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ALSO AGREE TO ENSURE THAT ANY PERSON ENTITLED TO USE THE SOFTWARE, SUCH AS YOUR EMPLOYEES AND/OR CONSULTANTS, WILL ALSO ABIDE BY THE TERMS OF THIS LICENSE AGREEMENT, AND YOU WILL INDEMNIFY CLD AGAINST ANY BREACH OF THIS AGREEMENT BY SAID EMPLOYEES AND/OR CONSULTANTS.

1 GRANT OF LICENSE

1.1 License.

Subject to the terms and conditions of this Agreement, CLD agrees to provide Subscriber the subscription services as described in the Subscriber's Purchase Order ("Subscription"). CLD grants to Subscriber as part of the Subscription, a non-exclusive, nontransferable right to use CLD Software (the "Software, together with applicable Documentation and the accompanying media, if any, (collectively, the "Products").

1.2 Delivery of the Products.

The Products are provided to Subscriber through the Website.

2 PRICES AND PAYMENTS

2.1 Prices.

Pricing for the Products shall be as set forth in the Subscriber's Purchase Order.

2.2 Payment.

All payments (including fees for additional Software, support, training, taxes, etc.) shall be due within 30 days of the date of CLD's invoice.

2.3 Pricing Changes.

CLD shall have the right to change the fees and prices for the Products at any time. Prices shall be effective as of the date they are posted on the Website.

3 SUPPORT AND TRAINING

3.1 Product Support Services.

CLD shall provide Standard Technical Support services to Subscriber during the Term, in accordance with the terms of this Agreement.

3.2 Standard Technical Support.

Standard Technical Support shall be as set forth in Schedule A below, and may be amended from time to time by CLD. Any such amendment shall be effective as of the date it is posted on the Website.

3.3 Updates and Upgrades.

CLD may from time to time conduct updates and upgrades to the Software, which may temporarily affect the use of the Software. To the extent that the use of the Software will be affected during such CLD updates and upgrades, CLD will provide prior notice of such updates and upgrades to Subscriber and will, to the extent possible, be conducted outside of regular business hours.

4 TERM AND TERMINATION

4.1 Term.

This Agreement shall remain in effect and apply so long as Subscriber pays the Subscriptions Fees.

4.2 Termination for Cause.

This Agreement is effective until the end of the Subscription Term for such use as is authorized, or until terminated by either party.

5 LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY RESULTING FROM A BREACH OF SECTIONS 2, 5 or 6, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF DATA, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL CLD'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL SUBSCRIPTIONS FEES RECEIVED BY CLD FROM SUBSCRIBER HEREUNDER IN THE PREVIOUS TWELVE MONTHS FROM THE DATE OF THE CLAIM. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE AMOUNTS PAYABLE HEREUNDER BY SUBSCRIBER ARE BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SCHEDULE A

CLD STANDARD TECHNICAL SUPPORT

CLD Standard support includes:

1. We make sure purchased service is available 24 hours a day, 7 days a week with exception of:
 - Planned down time, which a notification will be sent out at least 24 hours prior to the down time. Downtimes are usually scheduled overnight during the weekend.
 - Any unavailability caused by circumstances beyond our reasonable control such as acts of god, acts of government, floods, fire, earthquakes, civil unrest, acts of terror, Internet service provider failures or delays, or denial of service attacks.
2. Email Support
3. Response Time to an incident is:
 - Up-to 2 hours during Business Hours
 - Up-to 12 hours during Non-Business Hours
4. Resolution Time will be dependent to the nature the problem
5. Critical bug fixes will be applied as soon as they become available
6. Non-Critical bugs and features are deployed as part of periodical updates

Note: Support is provided solely to Entity or Organization purchasing CLD Services.