

**SAFETY4DATA
SUBSCRIPTION AGREEMENT**

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT THE RIGHTS AND OBLIGATIONS OF YOU AND YOUR COMPANY, AS WELL AS APPLICABLE LIMITATIONS AND EXCLUSIONS. YOU ARE ADVISED TO KEEP A HARD COPY OF THIS DOCUMENT FOR YOUR OWN RECORDS.

BY CLICKING ON THE "I ACCEPT" BUTTON, YOU CERTIFY THAT YOU ARE A DULY AUTHORIZED AGENT FOR YOUR EMPLOYER (THE "SERVICE PROVIDER"), YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU ARE MAKING YOUR EMPLOYER A PARTY TO THIS AGREEMENT AND LEGALLY BINDING YOURSELF AND YOUR EMPLOYER TO THE TERMS AND CONDITIONS SET FORTH HEREIN. YOUR ACCESS AND USE OF THE SERVICES DESCRIBED HEREIN IS ABSOLUTELY CONDITIONED UPON YOUR ACCEPTANCE AND ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT CANNOT BE WAIVED, VARIED, MODIFIED OR AMENDED IN ANY MANNER EXCEPT IN WRITING BY IT-CNS, INC., A PENNSYLVANIA CORPORATION ("IT-CNS"). ANY PORTION DEEMED INVALID OR UNENFORCEABLE SHALL BE STRUCK AND THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE TO BE EFFECTIVE AND BINDING. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT SELECT THE "I ACCEPT" BUTTON AND YOU MUST NOT PROCEED TO USE ANY OF THE FUNCTIONALITY OR SERVICES OFFERED HEREUNDER.

PREAMBLE

IT-CNS has developed and offers a hosted, subscription-based software service referred to herein as "Safety4Data", which provides IT-CNS's subscribers ("**Subscribers**") and, in turn, its Subscriber's authorized users ("**Authorized Users**", as further defined below) with access to a hosted service to facilitate the exchange of data files as described below (the "**Service**"). Access to the Service and its attendant functionality is provided by IT-CNS on a subscription basis through remotely hosted software, tools and services.

Subscriber desires to obtain access to the Service for Authorized Users for the purposes of transmitting, receiving, and, at Subscriber's option, encrypting and decrypting Subscriber Data (as defined below) and IT-CNS is willing to make access to the Service available to Subscriber's Authorized Users according to the terms of this Agreement.

Therefore, the parties agree as follows with the intent to be legally bound:

AGREEMENT

1. The Service.

(a) Access. IT-CNS hereby grants to Subscriber and its Authorized Users access to the Services (as defined below) through User Identities (defined below) and Subscriber accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Subscriber's rights hereunder, and access to the Services: (i) are non-assignable, non-transferable, non-sublicensable, except as expressly set forth in Section 17(d) below; (ii) are strictly limited to Authorized Users; and (iii) are strictly limited to Subscriber's internal business purposes. Subscriber may permit Authorized Users employed at, providing services, or otherwise with privileges at Subscriber's authorized Sites to use the Services consistent with this Agreement; provided that Subscriber shall be responsible for any acts of such Authorized Users which are inconsistent with this Agreement. IT-CNS and its licensors retain all ownership, intellectual property rights and all other right, title and interest in and to the Services, and underlying software and technology, but excluding Subscriber Data, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation, all patent, copyright, trade secret and trademark rights. IT-CNS reserves all rights not expressly granted to Subscriber and Authorized Users hereunder. Subscriber agrees to use any third party software provided by IT-CNS, if any, only with the Services. To the extent Subscriber acquires any rights to the Services, or any underlying software, technology or IT-CNS documentation, Subscriber hereby assigns all of those rights to IT-CNS or its licensors, as applicable.

As used herein, the "Services" shall consist exclusively of (1) the services and functionality detailed at the end of this Agreement; (b) all fixes, patches, updates and other modifications applied to the Services and/or made available to Subscriber at IT-CNS's sole discretion pursuant to the terms and conditions of this Agreement. All other modifications, changes, new functionality, integration, implementation and/or customizations not specifically referenced above shall be subject to separate negotiations and, at each party's sole discretion, the execution of a mutually agreed upon agreement to addresses such additional functionality and/or materials.

(b) Maintenance. Throughout the Term of this Agreement, IT-CNS shall use commercially reasonable efforts to maintain and repair the Services so that they continue to perform and conform to the specifications set forth herein.

2. Term and Termination; Subscription Fees.

(a) This Agreement shall become effective upon acceptance by you and continue on a month-to-month basis, automatically renewing for one (1) month periods unless either party provides written notice to the other of its intent not to renew at least thirty (30) days prior to the expiration of the then current month's term.

(b) Subscriber shall pay to IT-CNS the subscription fees (waived for so long as actual usage stays within the "Free" tariff as described on the Service website at <http://www.safety4data.com> on a monthly basis in accordance with usage, in the time frame set forth therein (the "Fees"). Any applicable taxes will be in addition to the fees quoted, unless Subscriber provides to IT-CNS a tax exemption certificate that is acceptable to the applicable taxing authorities. Payments shall be made in U.S. currency and are due before the first day of each calendar month in which the Subscriber uses the Service. All Fees paid hereunder shall be paid without holdback or set-off. Nonpayment of Fees when due may lead, at IT-CNS's sole discretion, to suspension or termination of Service to the Subscriber.

(c) Fees for the Service are determined by usage. Please refer to the Fee tariff schedule available from the Safety4Data web site at <http://www.safety4data.com> (the "Tariff Schedule"). Upon registration and prior to the beginning of each calendar month of usage, Subscriber shall refer to the Tariff Schedule to determine the level of intended usage and corresponding Fees (if beyond the usage outlined for the "Free" tariff) and pay such Fees accordingly. Fees are due and payable in advance on a calendar month basis before the first day of each month and are nonrefundable once paid. In the event Subscriber commences using the Service after the first day of a calendar month, Fees due for the initial month, if any, shall be pro rated for the balance of the initial month. Subscriber shall be authorized to use the Service only for the usage for which Subscriber has paid hereunder. For Subscribers that have elected to commence use of the Service under the "Free" tariff, the first time such Subscriber exceeds the usage limitations for the "Free" tariff as set forth on the then-current Tariff Schedule, such Subscriber may elect to pay a pro rated charge for the appropriate usage level and continue using the Service under such increased usage for the balance of the month. In the event Subscriber's actual data transfer during a calendar month exceeds the usage level selected on the first of the calendar month in question, Subscriber must pay for an increased usage level according to the Tariff Schedule in order to continue using the Service for the balance of the month. In all other cases where actual usage during a calendar month exceeds the usage level selected on the first of the calendar month in question, all usage shall be suspended for the balance of the calendar month in question and Subscriber shall have the option of paying for a higher usage level as of the first day of the following month to continue at an appropriately higher level of usage.

(d) All Fees are subject to change at IT-CNS's discretion. Such new Fees shall be posted to the Safety4Data website. Unless otherwise expressly noted on the website, new Fees are effective upon the date of publication, provided, however that existing Subscribers at the time new Fees are effective shall be eligible to continue using the Service at the Fees in effect immediately prior to the effective date of new Fees for up to six months after the effective date of such Fee change. Upon the expiration of such six month period, such Subscribers' use shall be subject to the then-current pricing as set forth on the Safety4Data website.

(e) With respect to any Authorized User, IT-CNS reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; or (iii) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, for violation of the terms and conditions of use referenced herein, or for any other reason.

3. Obligations of Subscriber.

(a) Subscriber has appointed an individual (or individuals) ("**Administrator**") to serve as liaison between Subscriber, Authorized Users and IT-CNS. Administrators are Subscriber's duly authorized agents to act on behalf of Subscriber on all matters related to the Service.

(b) Subscriber shall have sole responsibility for deciding which personnel employed by Subscriber, providing services, or otherwise with privileges at Subscriber's facilities ("**Authorized Users**") will be granted access rights to the Service to exchange data and records in and through the Service. The Administrative User shall identify such personnel ("**New User Registration Requests**") and set up their access to use the Service via an administrative interface available through the Service. On first access the New User must set up a new password in accordance with Safety4Data Service password requirements. IT-CNS shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrator's User Identity as the sole basis for determining Subscriber's authorization in granting access to the Authorized Users identified on such New User Registration Requests as Authorized Users.

(c) The identity of Authorized Users will be verified by the use of user names together with a password ("**User Identities**"). Subscriber agrees that it is solely responsible for ensuring that Authorized Users secure their User Identities and do not share such User Identities with others. IT-CNS will assume that any person using the Service under a given User Identity is the individual associated with such User Identity in IT-CNS' records and will grant access to the Service accordingly. Using, or permitting the use of, the Service under User Identities not actually assigned to a particular individual is prohibited.

(d) Subscriber will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment or customer relationship with specific Authorized Users ("**Access Control Administration**").

(e) Subscriber will be solely responsible for generating, allocating, and distributing public-private key pairs. Subscriber and its Authorized Users are solely responsible for securing and managing private keys and IT-CNS shall not be responsible or liable for any loss, damage, or other liability arising out of, or related to, the compromise or loss of a private key and/or any resulting loss of data or breach of data security.

(f) Subscriber will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Service set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(g) Subscriber agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, permitting or facilitating use of the Services by any party other than the Authorized Users, sublicensing, timesharing, renting, providing service bureau services based on the Services, providing subscription services based on the Services, otherwise transferring the Services, or access thereto, to third parties, reverse engineering, de-compiling, disassembling or otherwise attempting to learn the source code, structure, algorithms or ideas underlying the Services; modifying, adapting, translating or creating derivative works based on the Services; copying the Services; evaluating the Services for purposes of competing with the Services, permitting or facilitating third parties in evaluating the Services, removing, obscuring or modifying any markings, or notice of proprietary rights of IT-CNS (other than as express agreed between the parties) or IT-CNS' licensors from any media, user interfaces or documentation provided hereunder, generation of message activity with the Service of such speed or volume that may lead to malfunctions or degradation of Service performance; accessing, tampering with or using areas of the Service or IT-CNS' computer systems that exceed the scope of your authorization; tampering with or attempting to access other user accounts or information of other users; and the knowing transmission of any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Service or other computer network systems of IT-CNS as a result of access thereto by Subscriber and its Authorized Users. Subscriber shall be strictly liable to IT-CNS for, and shall indemnify, defend and hold IT-CNS harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Subscriber or its Authorized Users.

(h) Where Subscriber has elected to contract separately with IT-CNS to co-brand the Services, Subscriber grants to IT-CNS and its subcontractors, for the term of this Agreement, a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, create derivative works of, publish, distribute, publicly perform, and display Subscriber's name, logo and associated trademarks solely for the benefit of co-branding the Services presented to Authorized Users; provided, however, that in each case IT-CNS obtains Subscriber's approval and IT-CNS agrees that it shall comply with any reasonable trademark usage guidelines provided by Subscriber to IT-CNS in writing with reasonable advanced notice;

(i) Subscriber represents, warrants and covenants to IT-CNS that all materials provided by Subscriber to IT-CNS for upload, transmission, storage, processing, including without limitation Subscriber Data (as defined below); and any other data input by or on behalf of Subscriber or its Authorized Users to the Service:

(i) shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy and Subscriber either owns or has secured all rights, permissions, consents and/or authorizations necessary for the use and processing, by and of IT-CNS, Subscriber and Authorized Users as contemplated herein; and

(ii) shall not violate any law, statute, ordinance, or regulation (including without limitation "HIPAA," (as defined below) where applicable, and the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"**Intellectual Property Rights**" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended.

(j) Subscriber shall have sole responsibility for verifying the accuracy, completeness or authenticity of any Subscriber Data. IT-CNS shall not be responsible for the accuracy, completeness or authenticity of any Subscriber Data, and shall have no obligation to audit, check or verify such Subscriber Data at the time of receipt by IT-CNS.

(k) Subscriber is welcome to provide to IT-CNS, from time to time, feedback, comments and suggestions regarding IT-CNS products and services to IT-CNS. However, unless the parties mutually and expressly agree to an alternate arrangement in an executed, written agreement, Subscriber acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about IT-CNS services or products ("**Feedback**"), provided by Subscriber or its Authorized Users to IT-CNS shall not be treated as Subscriber's Confidential Information hereunder and shall become the sole property of IT-CNS. IT-CNS shall own exclusive rights, including all Intellectual Property Rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment, attribution or compensation to you or any third party, including without limitation the right to develop derivative works or new products or services and to register applicable Intellectual Property Rights in Feedback or derivative works, products and services based on Feedback in IT-CNS' own name. Although IT-CNS will exercise commercially reasonable efforts to consider all Feedback provided by Subscriber, Subscriber acknowledges and agrees that IT-CNS shall not be obligated to develop or provide to Subscriber any updates, upgrades, modifications or new products and services based on Feedback, except where the parties have entered into a separate agreement regarding such Feedback.

(l) Subscriber's computer systems and browsers must meet the minimum computing requirements as defined in IT-CNS' then-current product literature.

(m) Subscriber is responsible for all Internet, communication and other costs associated with the use of the Service.

4. Subscriber Data. Subscriber shall hold all right, title and interest in and to the Subscriber Data; provided however Subscriber hereby consents to IT-CNS' use, handling, transmission, and storage of Subscriber Data solely for the purpose of performing IT-CNS Services hereunder. As used herein, "**Subscriber Data**" shall mean the data entered by Authorized Users to the Service.

5. Warranties and Limitation of Liability

(a) **Limited Warranty.** IT-CNS warrants that the Services provided for a Fee under any of the tariffs other than the "Free" tariff on the Tariff Schedule will conform in all material respects to the specifications set forth at the end of this Agreement ("**Conformance**"). Notwithstanding anything to the contrary set forth herein, IT-CNS DOES NOT WARRANT THAT SERVICES WILL PERFORM UNINTERRUPTED OR ERROR FREE OR THAT IT-CNS WILL CORRECT ALL SOFTWARE OR HARDWARE ERRORS.

(b) **Remedies.** If the Service is not in Conformance and IT-CNS receives from Subscriber during the term of this Agreement a written notice describing in reasonable detail how the Service failed to be in Conformance, IT-CNS will use commercially reasonable efforts to, at its option, repair or replace the non-conforming aspects of the Service.

(c) **Limitation of Remedies.** THE REMEDIES CONTAINED IN THIS SECTION 5 WILL BE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES SUBSCRIBER MAY HAVE AGAINST IT-CNS WITH RESPECT TO THE NON-CONFORMANCE OF THE ABOVE WARRANTY.

(d) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, ALL INFORMATION, SERVICES, AND DELIVERABLES PROVIDED BY IT-CNS, INCLUDING WITHOUT LIMITATION THOSE PROVIDED BY IT-CNS UNDER THE FREE TARIFF AS DESCRIBED IN THE TARIFF SCHEDULE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IT-CNS DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND SUBSCRIBER OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, DELIVERABLES, SOFTWARE, OR DATA. SUBSCRIBER AGREES THAT IT-CNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF IT-CNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) FOR SUBSCRIBER'S WHO ARE COVERED ENTITIES UNDER HIPAA, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER IS SOLELY RESPONSIBLE FOR OBTAINING ANY NECESSARY CONSENT FOR USE OF PATIENT OR OTHER HEALTH INFORMATION WITH THE SERVICE, AND ALL SUBSCRIBERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL LAWS, REGULATIONS AND REQUIREMENTS APPLICABLE TO SUBSCRIBER'S OWN BUSINESS AND OPERATIONS.

(f) SUBSCRIBERS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL SUBSCRIBER DATA INPUT TO THE SERVICES. IT-CNS DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED, OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. SUBSCRIBER ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT SUBSCRIBER'S SOLE RISK AND DISCRETION AND IT-CNS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER, AUTHORIZED USERS OR THEIR RESPECTIVE PROPERTY. IT-CNS SHALL NOT BE LIABLE TO SUBSCRIBER, AUTHORIZED USERS, SUBSCRIBER'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, IT-CNS EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF IT-CNS.

(g) Limitation of Liability. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, TOLL FRAUD, OR COST OF COVER. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE SUMS PAYABLE FOR THE SERVICES OR DELIVERABLES MOST DIRECTLY RELATED TO THE CLAIM. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR EACH AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (i) AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL SUMS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM; OR (ii) \$20,000. THESE LIMITATIONS OF AGGREGATE LIABILITY WILL NOT APPLY TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS AGREEMENT.

6. Indemnification.

(a) Licensee. Subject to any disclaimers or limitations of liability set forth or incorporated by reference herein, Subscriber shall indemnify, defend and hold harmless IT-CNS, its past and present directors, affiliates, partners, officers, employees and agents from and against all liabilities, damages and expenses, claims for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs, expenses, and reasonable attorneys' fees) which may be suffered by, accrued against, charged to or recoverable from IT-CNS, its past and present directors, affiliates, partners, officers, employees or agents by reason of or in connection with Subscriber's use of the Service, Subscriber's performance or failure to perform, or improper performance of any of Subscriber's obligations under this Agreement.

(b) IT-CNS. Subject to any disclaimers or limitations of liability set forth or incorporated by reference herein, IT-CNS shall indemnify, defend and hold harmless Subscriber, its past and present directors, affiliates, partners, officers, employees and agents from and against all liabilities, damages and expenses, claims for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs, expenses, and reasonable attorneys' fees) which may be suffered by, accrued against, charged to or recoverable from Subscriber, its past and present directors, affiliates, partners, officers, employees or agents by reason of or in connection with a claim that (i) the exercise of the license rights, use of Services hereunder constitutes an infringement of any patent, copyright or other proprietary right of any third party; provided such claim arises out of Subscriber's exercise of license rights and/or use of Service in accordance with the terms and conditions set forth herein; or (ii) a breach of representation or warranty of Licensor under this Agreement (collectively, "Claims"). In the event that the exercise by Subscriber of the license granted hereunder and/or use of the Services provided hereunder is held to constitute an infringement, IT-CNS may, at its option or as part of a settlement or compromise, either (a) procure for Subscriber, at no cost and expense to Subscriber, the right to continue using the infringing Services, (b) modify the infringing Services so that the exercise of the license granted hereunder and/or the use of Services (as applicable) does not infringe while providing substantially the same functionality, or (c) terminate this Agreement. In the event of termination of this Agreement for such a cause, Subscriber shall be entitled to refund of fees paid to IT-CNS for the immediately preceding twelve (12) months. Notwithstanding anything to the contrary set forth herein, IT-CNS shall have no obligation under this Section 6(b) to the extent a third party claim arises out of Subscriber's use of Services in breach or violation of the term and conditions set forth herein; or to the extent arising out of Subscriber's use of Services modified or altered by any party other than IT-CNS or IT-CNS' designees.

7. Technical Support. IT-CNS shall provide the following support services during the Term hereof ("**Support Service**"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical Support (as defined below) regarding the use of the Service will be available to Subscriber's employees between the hours of 9:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday ("**Normal Business Hours**"), excluding United States federal holidays. Technical Support will be available by e-mail to support@it-cns.com. IT-CNS will respond to Technical Support calls received outside Normal Business Hours the next business day; provided Technical Support requests received between 9:00 a.m. and 5:00 p.m. Eastern Time on Saturdays and Sundays will be responded to within twenty-four (24) hours. Subscriber acknowledges that Technical Support to be provided by IT-CNS is limited to Tier 2 and Tier 3 services (as each term is defined below) and does not include "help desk" assistance or similar user or technical support to Subscriber or its Authorized Users with regard to interactions between the Service and hardware and/or software. Subscriber shall be solely responsible for all such support for the benefit of its Authorized Users including without limitation "Tier 1" support issues, consisting of fielding all requests for support from Authorized Users, communicating with Authorized Users, responding to questions and concerns that an Authorized User may have relating to the use of the Services, and dealing generally with any technical or functional problem that may arise from

the interaction of the Service and an Authorized User's PC and network environment. In particular, Subscriber's Tier 1 support will be responsible for identifying and isolating the nature of particular problems (i.e. whether it is an issue with the Service or not), and performing some basic trouble-shooting to the best of its knowledge and abilities. Although IT-CNS personnel may attempt to offer assistance with interactions between the Service and hardware and/or software, such issues are beyond the scope of IT-CNS' obligations hereunder and any advice as to such interactions shall be offered at Subscriber's sole risk. As used herein, "**Tier 2**" support shall consist of providing a probable cause and resolving problems and issues encountered in the use of the Services that Subscriber's informed and good faith Tier 1 support does not resolve after reasonable efforts. "**Tier 3**" support shall consist of commercially reasonable efforts to address any failure of the Service that requires software changes or modifications. As used herein, "Technical Support" provided by IT-CNS hereunder shall consist solely of Tier 2 and Tier 3 support.

8. Planned Maintenance. From time to time, IT-CNS and/or a 3rd party-hosting provider (the "**IT-CNS Host**") will update the processing server(s) on which the Service resides and perform other routine software and/or hardware maintenance. Subscriber will be notified in advance of all outages due to planned maintenance. The outages detailed under this Section shall not be violations of the Availability Guarantee described below.

9. Availability Commitment. Except as set forth in Section 9, IT-CNS hereby warrants that the Service shall be available to Authorized Users at least 99.0% of every calendar month (the "**Availability Commitment**"). IT-CNS shall use commercially reasonable efforts to respond to any reported problems or processing errors within twenty-four (24) hours and shall use commercially reasonable efforts to resolve any problems or processing errors caused by or originating with the Service within twenty-four (24) hours of reported Service unavailability if such Service unavailability is reported during Normal Business Hours.

Upon default of the Availability Guaranty, IT-CNS shall provide to Customer processing credit of two percent (2%) for each percentage point below the Availability Guarantee, up to 50% of that month's processing fees.

10. Disaster Recovery. In the case of a catastrophic failure of the Service infrastructure, IT-CNS shall use all commercially reasonable efforts to provide the Service on a backup server or system within forty-eight (48) hours.

11. Modifications. IT-CNS retains the right, in its sole discretion, to enhance, modify or alter the operation of the Service at any time and further retains the right to make such enhancements, modifications or alterations ("IT-CNS Modifications") generally available to other users of the Service. IT-CNS Modifications that are, at IT-CNS's discretion, determined to represent material, new functionality may be offered to users of the Service for an additional cost.

12. Excusable Delay. IT-CNS will use reasonable efforts to keep the Service available for Subscriber's use and the use of its Authorized Users; however, IT-CNS cannot and will not be responsible for any loss or unavailability of the Service that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions. Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party.

13. Confidentiality.

(a) **Confidential Information.** As used in this Agreement, "**Confidential Information**" shall mean all information concerning or related to the Subscriber Data (in the case of Subscriber), (and in the case of IT-CNS) the Service, the IT-CNS tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "**Affiliate**" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "**control**" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) **Nondisclosure of Confidential Information.** Except as otherwise permitted by subsection (c), each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) **Permitted Disclosures.** Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; and (b) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this

subsection, the party required to make such disclosure (the "**Disclosing Party**") shall notify the other party (the "**Affected Party**") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law. Subscriber shall pay all costs and expenses, including reasonable attorneys' fees, incurred by IT-CNS in connection with any subpoena directed to IT-CNS with respect to Confidential Information of Subscriber.

(d) Equitable Relief. Each party acknowledges and agrees that the other party would be irreparably damaged in the event that the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

14. Service and Subscriber Data Security. IT-CNS will treat Subscriber Data input into the Service by Authorized Users as confidential. To the extent IT-CNS has entered into a Business Associates Agreement with a Covered Entity under HIPAA, IT-CNS shall comply with the requirements of the Business Associates Agreement executed between such Covered Entity and IT-CNS. The foregoing notwithstanding, Subscriber acknowledges while IT-CNS has taken the steps described in this Agreement to secure the transmission of Subscriber Data and access to the Service, IT-CNS shall have no liability for acts beyond its reasonable control including without limitation Subscriber or Authorized User negligence with respect to responsible practices for appointment of Authorized Users, maintaining the security of private encryption keys, the choice of an Authorized User as to whether or not to encrypt a given data transmission, maintaining confidentiality of User Identities, or errors in Access Control Administration.

15. General Provisions.

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "**Taxes**"). Subscriber is responsible for, and if applicable, will reimburse IT-CNS within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on IT-CNS' income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Subscriber shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of IT-CNS, except that Subscriber may freely assign all rights, title, interest and obligations under this Agreement to any purchaser of all, or substantially all of Subscriber's assets.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Pennsylvania law and any disputes regarding this Agreement shall be heard by the state courts in Pittsburgh, Pennsylvania, USA and federal courts located in Pittsburgh, Pennsylvania, USA, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by IT-CNS from its offices within the United States. IT-CNS makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations do so on their own volition and IT-CNS is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior or concurrent agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Subscription Agreement, IT-CNS shall be entitled to (i) represent that Subscriber is a customer of IT-CNS' Service, including without limitation including Subscriber's name and/or logo on IT-CNS' website; and (ii) issue a press release announcing this Subscription Agreement.

Service Description

Safety4Data is a set of IT-CNS-developed software and tools (the "Service") used to provide a hosted application built on client-server architecture to enable, at the Subscriber's option, the creation of virtual secured networks utilizing HTTPS protocol security and public key infrastructure for the purpose of sending and receiving messages that are encrypted in transmission according to users' rules.

The server-side component of the Service (the "Server-Side Component") is hosted by IT-CNS in IT-CNS's Microsoft Azure cloud environment and includes IT-CNS's proprietary web application (the "Web Application"). The Subscriber's Administrator(s) use the Web Application to (a) create, edit, delete and manage accounts for new and existing Authorized Users, review usage statistics regarding data and files exchanged through the Service, and (c) access the payment module. The Server-Side Component also provides access to configuration settings and, for a limited time, will host users' files while in transit through the system. As of the execution of this Agreement, the Web Application is optimized for Internet Explorer, Mozilla Firefox and Google Chrome, with the supported versions and operating systems as set forth in IT-CNS's then-current documentation.

The client side is a standard 32/64 bit application (the "Client Application"). As of the execution of this Agreement, the Client Application has been successfully tested for OS Windows 7/8 and Windows Server 2008/2012. Subscriber's Authorized Users can use the Client Application to upload and download data automatically, designate whether such data will be sent in encrypted form, and enables recipients of data sent through the Service in encrypted form to decrypt such data. The client application is installed to hardware (pc/server) of Safety4Data users.

**BY SELECTING I AGREE AND PRESSING THE SUBMIT BUTTON YOU ARE
AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS ABOVE.
YOU ARE ADVISED TO PRINT OUT A COPY OF THIS LEGAL AGREEMENT FOR
YOUR OWN RECORDS.**