

Konduit Master Service Agreement

Services

This Service Agreement ("Agreement") applies to all services, add-ons, options, training and technical support services, and consulting services (collectively, "Services") ordered by you from Konduit, Inc a corporation registered in the State of Florida, USA ("Konduit"). Konduit Services include Transaction Editor[™] data servicing ("Transaction Editor"), KonduitNet[™] data servicing ("KonduitNet"), training and technical support services, including SmartSheets[™] visual aids and data entry services ("Support"), and database consulting services ("Consulting"). The terms "you" and "your" all refer to the person using the Services in any way. If you have registered as, for, or on behalf of a corporate entity, such as a company, business, corporation, or other entity (i.e., not as an individual), "you" and "your" refer to the entity and its employees, subcontractors, affiliates, and subsidiaries (collectively, "Registered Entity"), and all other persons or entities which the Registered Entity permits to use the Service in any way.

Your use of our Services constitutes your complete acceptance of this Agreement in its entirety including any modification made during Your Term of Service. You agree that you are responsible to become familiar with our policies and regularly review this Agreement published on our website for changes.

Intellectual Property Rights

This is an Agreement for Services, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software"); remove any proprietary notices or labels from the Services or any Software, modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software.

If you are using the Services in any country in the European Community, the prohibition against modifying, translating, reverse engineering, decompiling, disassembling or creating derivative works based on the Services or the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

You acknowledge and agree that the Services and the Konduit company names and logos and all related product and service names, design marks and slogans, are the property of Konduit or its affiliates or suppliers (collectively, the "Marks"). You are not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of Konduit. Your use of the Services confers no title or ownership in the Service, the Software or the Marks and is not a sale of any rights in the Service, the Software or the Marks. All ownership rights remain in Konduit or its third party suppliers, as the case may be.

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Internet Access

In order to use the Service, you are responsible at your own expense to acquire access to the Internet, either directly or through devices that access Internet-based content, and to pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device. You are also responsible for maintaining recent and legal licenses to use Microsoft[™] Windows[™] Operating System and Microsoft[™] Internet Explorer[™] on your equipment in order to use the Service.

Storage and Bandwidth Limitations

You agree to be bound by the limits concerning your use of the Service, including without limitation, establishing the maximum amount of storage space you have on Transaction Editor at any time, as well as limiting the amount of bandwidth you may use with the Service in a given period of time. For purposes of this Agreement, bandwidth is defined as the total amount of data downloaded from and uploaded to the Transaction Editor server in a given period of time. In addition, Konduit may limit without notice the volume of e-mail forwarding or file downloading from your database in response to unreasonable activity (such as spamming or hosting a publicly accessible exchange of large data files). You agree that Konduit has no responsibility or liability for the deletion, corruption, or alteration of, or failure to store any messages and other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, music, sound, photographs, graphics and video (collectively referred to as "Content") maintained or transmitted by the Service. You acknowledge that Konduit reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Trademark Link

You agree to allow in the footer of any Transaction Editor branded site, without alteration, the appearance of the Transaction Editor "powered by" logo, containing a link to the Konduit website.

Confidential Information

Konduit agrees that during and after their performance of Services for you, Konduit employees, agents, and subcontractors will not (a) directly or indirectly divulge to any unauthorized person, information that is designated as confidential by you or by a Department of the United States Government; (b) disclose to anyone other than your employees any information in any form that is acquired or developed during their performance of Services for you that is obtained from a your employees (including, for example, your know how not known to the general public or recognized as standard practice); (c) use such information for any purpose other than performance of Services for you; and (d) directly or indirectly publish any such information without your prior written permission. This paragraph imposes no obligation with regard to information that was in Konduit's possession before receipt from you, or that is or becomes a matter of public knowledge through no fault of Konduit, or that is independently developed by Konduit.

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On Termination of this Agreement, Konduit will destroy any confidential information, including Content, in their possession within thirty days of Termination of this Agreement.

Privacy

Your use of the Service is subject to Konduit's privacy policies, posted on their website. By registering for the Service, you consent to the use of your personally identifiable information in accordance with such privacy statement. Konduit will not provide information to companies you have not authorized, and Konduit will not permit the companies that get such information to sell and redistribute it without your prior consent.

Registration Obligations

In consideration for your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself in the required fields as prompted by the Service's registration form(s) (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Konduit has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Konduit may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Acceptable Use Policy

You agree to comply with Konduit's current Acceptable Use Policy as posted from time to time on their website. By submitting any Content to Konduit, you warrant that: (i) you are the owner of such Content, or have been granted all the rights necessary from the owner of such Content to submit such Content to Konduit, and (ii) the use of such Content by Konduit and its members will not infringe or misappropriate the intellectual property rights of or otherwise violate the rights of any third party.

Healthcare Content

You acknowledge and agree that you are solely responsible for using Transaction Editor, related Services and Content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information. If required, Konduit and any of Konduit's agents or subcontractors will execute a separate "Business Associate Addendum" to this Agreement to further satisfy the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") regulations. If any part of the Business Associate Addendum conflicts with this Master Service Agreement, the Master Service Agreement will prevail and make void the Business Associate Addendum.

Prohibition of Adult Content

The use of, display of, or presentation in any form of any adult material considered pornographic in nature is strictly prohibited. Pornographic material is strictly prohibited on our servers, networks, and storage devices. Adult material is considered, but not limited to, any content that is considered sexual by nature, contains nudity, sexual acts, is obscene in any form including but not limited to photographs and drawings. Violation of this, or any other provision of this Agreement is grounds for termination of your account(s) without

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refund or recourse.

Konduit and its designees, contractors or subsidiaries shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Content it believes may be (or is alleged to be) in violation of the foregoing. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Service Redistribution Restrictions

You agree not to copy, sell, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service. Such restrictions do not apply to the Content you place on the Service. You agree not to access the Service by any means other than through the interface that is provided by Konduit for use in accessing the Service.

Registered Entities

If you are a Registered Entity and permit your affiliates, subsidiaries, employees, and/or any third party located outside of the territorial boundaries of Canada, Japan, United Kingdom and/or United States to access and/or use the Service and/or your Content, you shall be solely responsible for (i) their acts and/or omissions in connection with their access and/or use of the Service and (ii) ensuring that their access and/or use of the Service is in compliance with any and all applicable local laws, rules and regulations. You agree to fully indemnify Konduit and its affiliates, subsidiaries, licensors, and Online Services providers (collectively, "Representatives") for any liability, fines, penalties, costs, claims and/or damages incurred by Konduit and/or the Representatives in connection with any claim related to the access and/or use of the Service and/or your Content by you, your affiliates, subsidiaries, employees or any third-party authorized by you.

Modifications to the Service or Agreements

Modifications to the Service

Konduit reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice. Should Konduit choose to permanently discontinue the Service, Konduit will give you notice directly and post notification of this decision on the Service Web site at least ninety (90) days prior to such discontinuance. Prior to discontinuance, you may use the File-Export capabilities to download your data content and may receive your database table definitions upon request. You agree that Konduit shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or for any resulting loss or destruction of any Content that you place on the Service. Konduit may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browser versions).

Modifications to the Service Agreement

You agree that Konduit may modify the Service Agreement at Konduit's sole discretion. Please check the Service Agreement periodically for changes. Your continued use of any

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of the Service after such modification shall constitute your acceptance of the Service Agreement with the new modifications. If you do not agree to any of such changes, you may terminate the Service Agreement and immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Service Agreement. In addition, Konduit may at any time introduce separate Service Agreements for users in certain jurisdictions and require users in these jurisdictions to agree to the separate Service Agreement. Konduit may also require such users to agree that termination of the separate Service Agreement and cessation of all access and use of the Service would be their exclusive remedy if they do not wish to comply with the separate Service Agreement.

Fees

Fees for Services are defined on the Konduit website. You agree to pay any applicable fees for Services you select. Konduit reserves the right to modify its fees with or without notice.

Fees shall be due and payable to Konduit by in advance. Konduit reserves the right to suspend your access for failing to make payments. All Setup, Support, and Consulting fees are non-refundable, in whole or in part, even if the Transaction Editor Service is suspended, cancelled or transferred prior to the end of your Term of Service. You agree that significant work has to be performed in advance in order to Setup the Transaction Editor for your use and therefore once the tables are built, Setup, Support, and Consulting Services have been rendered in full. Quarterly Transaction Editor Service fees will be refundable only for the months which have not been started and prorated at the regular monthly rate.

Any Consulting or Support provided by Konduit's staff is billable at the hourly rates currently published on Konduit's website, and will be due and payable immediately or in advance. Fixed rates for other Services may change from time to time and be effective immediately upon the completion of the Term of Service and be applied to Service renewals.

Term and Termination

Term

The Term of Service shall be effective upon registration and thereafter shall continue on a month-to-month basis until terminated with thirty days written notice by either party, or until terminated as specified below.

Termination by Konduit

You acknowledge and agree that Konduit in its sole discretion, may suspend or terminate your account and/or deny you access to, use of, or submission of Content for, all or part of the Service, without prior notice and for any reason, including if you engage in any conduct that Konduit believes: (a) violates the letter or spirit of any term or provision of the Service Agreement, (b) violates the rights of Konduit or third parties, or (c) is otherwise inappropriate for continued access and use of the Service. In addition, Konduit reserves the right to terminate any User Login if that account has been inactive for greater

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than three hundred and sixty five (365) days. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Service. Further, you agree that Konduit shall not be liable to you or any third-party for any termination of your access to the Service.

Disclaimer of Warranties; Indemnity; LIMITATION OF LIABILITY

Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KONDUIT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) KONDUIT AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. WHILE KONDUIT WILL USE COMMERCIALY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA ENTERED INTO "RESTRICTED FIELDS" WITHIN THE SERVICE, KONDUIT AND ITS SUPPLIERS MAKE NO WARRANTY THAT SUCH FIELDS WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. KONDUIT AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AGREEMENT OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. KONDUIT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SERVICE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.

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(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KONDUIT OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE SERVICE AGREEMENT.

Representations and Warranties

You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

Indemnity

You agree to indemnify and hold harmless Konduit, its subsidiaries and affiliates, and its and their directors, officers, agents and employees ("Indemnitees"), from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content; your use of the Service; your connection to the Service; your violation of the Service Agreement; or your violation of any proprietary or other rights of another. You further agree and acknowledge that the Indemnitees are not liable or responsible in any way for any errors, omissions or any other actions arising out of or related to your use of the Service. You further agree to indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your use of the Service, or the placement or transmission of any message, information, software or other materials through the Service by you or users of your account or related to any violation of any term of the Service Agreement by you or users of your account.

Limitation of Liability

(A) YOU EXPRESSLY UNDERSTAND AND AGREE THAT KONDUIT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KONDUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO

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THE SERVICE.

(B) YOU ALSO AGREE THAT KONDUIT WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE ; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS UTILIZED IN, THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN; OR (e) EVENTS BEYOND KONDUIT'S REASONABLE CONTROL.

(C) IN NO EVENT SHALL KONDUIT'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO KONDUIT FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO SERVICE CHARGES FOR SIX (6) MONTHS OF THE SERVICE.

Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

General Information

THE SERVICE IS NOT OFFERED OR AVAILABLE TO PERSONS UNDER THE AGE OF EIGHTEEN (18). Notices to you may be made via either e-mail, regular mail, overnight courier or facsimile at your contact addresses of record for the Service. The Service may also provide notices of changes to the Service Agreement or other matters by displaying notices or links to notices to you generally on the Service. If you provide notice to Konduit, such notice shall be sent to: Konduit Inc., 700 Thistlewood Ct., Longwood, Florida 32779, Attn: General Counsel, Legal Dept.; Fax: (407) 389-8087. The Service Agreement (and the policies linked to them) constitute the entire agreement between you and Konduit and governs your use of the Service, superceding any prior agreements between you and Konduit (including, but not limited to, any prior versions of the Service Agreement) with respect to their subject matter. You also may be subject to additional terms and conditions that may apply when you use affiliate or other Konduit services, third-party content or third-party software. Except as otherwise provided herein, the Service Agreement shall be governed by the laws of the State of Florida, USA without regard to its conflict of law provisions. Except as otherwise provided in the Service Agreement, you and Konduit agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Seminole, Florida, USA. The Service Agreement, the Konduit Privacy Statement, and the Acceptable Use Policy are in English, which shall be the controlling language of the agreement with you with respect to the Service, and you agree that you fully understand the terms of the same. In addition, all enquiries, support related or otherwise, regarding the Service should be submitted to Konduit in English, and Konduit will respond to such enquiries in English only. The Service Agreement does not

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limit any rights that Konduit may have under trade secret, copyright, patent, trademark or other laws. The failure of Konduit to exercise or enforce any right or provision of the Service Agreement shall not constitute a waiver of such right or provision. If any provision of the Service Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Service Agreement remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Service Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Service Agreement are for convenience only and have no legal or contractual effect. The Service Agreement will inure to the benefit of Konduit and its successors and assigns. With respect to any acquisition or use of the Service by or for any unit or agency of the United States Government (the "Government"), the Service shall be classified as "commercial computer software" as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The Service was developed entirely at private expense, and no part of the Service was first produced in the performance of a Government contract. If the Service is supplied for use by the DoD, the Service is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252-227-7013 (c)(1)(ii)(OCT 1988), as applicable. If the Service is supplied for use by a Federal agency other than the DoD, the Service is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14(ALT III), as applicable. The contractor/manufacturer is Konduit Inc., 700 Thistlewood Ct., Longwood, Florida 32779. All representations and warranties in the Service Agreement shall survive the termination of your account or access to the Service.

Revised as of May 17, 2005