

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, # SA ("Konduit")§ Konduit Services include Transaction Editor™ data servicing ("Transaction Editor"), Konduit&et™ data servicing ("Konduit&et"), 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)

*our use of our Services constitutes your complete acceptance of this Agreement in its entirety including any modification made during *our Term of Service§ *ou 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§ *ou (ill 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 Council Directive on the Legal Protection of Computer Programs§

*ou 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")§ *ou 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§ *our 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 the operating System and Internet browser on your equipment required to use the Service.

Storage and Bandwidth Limitations

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Upon 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 statements. 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 (or 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 Facebook 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. We reserve the right to periodically update the Service Agreement 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 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 Monitor 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 Monitor for your use and therefore once the tables are built, Setup, Support, and Consulting Services have been rendered in full. Quarterly Transaction Monitor 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 (DBI) 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

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Representations and Warranties

*ou represent that, to the best of your .no (ledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party\$ *ou further represent and (arrant that all information provided by you in connection (ith your registration is accurate and reliable\$

Indemnity

*ou agree to indemnify and hold harmless onduit, its subsidiaries and affiliates, and its and their directors, officers, agents and employees ("!ndemnitees"), from any claim or demand, including reasonable attorneys! fees, made by any third party due to or arising out of your ' ontent- 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\$ *ou further agree and ac.no (ledge that the !ndemnitees are not liable or responsible in any (ay for any errors, omissions or any other actions arising out of or related to your use of the Service\$ *ou further agree to indemnify, defend and hold harmless the !ndemnitees from and against any and all claims, damages, liabilities, costs, and e9penses (including reasonable legal fees and e9penses) arising out of, or related to, your use of the Service, or the placement or transmission of any message, information, soft (are 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\$

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TA% S%)C!' % !S & ; T ; " " %) % / ;) ACA!0A<0% T ; 1%)S ; &S #& / %) TA% A>% ; " %!>AT%%& (67)\$ &otices 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 lin.s to notices to you generally on the Service\$!f you provide notice to onduit, such notice shall be sent to+ onduit !nc\$, L55 Thistle (ood ' t\$, 0ong (ood, "lorida D4LL8, Attn+ >eneral ' ounsel, 0egal / ept\$- "a9+ (G5L) D78-757L\$ The Service Agreement (and the policies lin.ed to them) constitute the entire agreement bet (een you and onduit and governs your use of the Service, superceding any prior agreements bet (een you and onduit (including, but not limited to, any prior versions of the Service Agreement) (ith respect to their sub,ect matter\$ *ou also may be sub,ect to additional terms and conditions that may apply (hen you use affiliate or other onduit services, third-party content or third-party soft (are\$ %9cept as other (ise provided herein, the Service Agreement shall be governed by the la (s of the State of "lorida, #SA (ithout regard to its conflict of la (provisions\$ %9cept as other (ise provided in the Service Agreement, you and onduit agree to submit to the personal and e9clusive ,urisdiction of the courts located (ithin the county of Seminole, "lorida, #SA\$ The Service Agreement, the onduit 1rivity Statement, and the Acceptable #se 1olicy are in %nglish, (hich shall be the controlling language of the agreement (ith you (ith respect to the Service, and you agree that you fully understand the terms of the same\$!n addition, all en:uiries, support related or other (ise, regarding the Service should be submitted to onduit in %nglish, and onduit (ill respond to such en:uiries in %nglish 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 (6) 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 "FAR Supplement"). The Service (as developed entirely at private expense, and no part of the Service (as 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 FAR 44.454-6(a) and 44.454-D(a), or (ii) with restricted rights in accordance with FAR 44.454-6D(c)(1)(ii) (48 CFR 101-11.6), 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 44.454-6(a)- (ii) FAR 44.454-68- or (iii) FAR 44.454-6G(AOTD), as applicable. The contractor-manufacturer is Konduit Inc., 155 Thistlewood Lane, Olongapo, Florida 34488. All representations and warranties in the Service Agreement shall survive the termination of your account or access to the Service.

Revised as of January 6, 2017