

Terms of Use

myGenii™ is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of myGenii™ constitutes your agreement to all such terms, conditions, and notices. Your use of a particular myGenii™ Service included within the myGenii™ Network may also be subject to additional terms outlined elsewhere in this agreement (the "**Additional Terms**"). Additionally, myGenii™ may contain additional terms, codes of conduct or guidelines that govern use of services, including without limitation, particular features or offers, but no such terms, codes of conduct, or guidelines shall apply to you unless set forth in this Agreement.

1. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

The Parties hereto agree to be bound by the Confidential Terms set forth below.

2. MEMBER ACCOUNT, PASSWORD, AND SECURITY

You must provide us with current, complete and accurate information prior to a new user account being opened. You must choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your passwords and user account information. You are entirely responsible for any and all activities that occur under your user accounts. Each Party agrees to notify the other Party promptly of any unauthorized use of a Client user account or any other breach of security of which it becomes aware. Genii will not be liable for any loss that you may incur as a result of someone else using your password or user account, either with or without your knowledge. However, you could be held liable for losses incurred by Genii or another party due to someone else using your user account or password. You may not use anyone else's user account at any time, without the permission of the user account holder.

3. BILLING

Recurring service will be billed in advance on or about the 20th of the month for recurring services to be rendered in the following month. Services of a non-recurring nature will be billed at such time in arrears. Payment for setting up the Agreement will be due at time of registration. Invoices so billed are due and payable on the 5th of the next month following billing.

There are no refunds for the Term of the Agreement (whether Initial or otherwise), unless you wish to cancel within the first 90 days. If you make any changes to the Agreement, it will be billed on a prorated basis for the remainder of the Term of Agreement.

Customer accounts that meet the discount requirements will automatically get the discounts as soon as they add enough users to the account. It is important, but not vital, to add users on the first day of use. You may get a bill that shows no discount, but your next bill will show a credit that reflects the discount.

4. PAYMENT TERMS

The cost of Service under the Agreement is detailed in the Service Agreement.

5. PERSONAL AND COMMERCIAL USE LIMITATION

myGenii™ is for Client's personal and commercial use. You may not modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from myGenii™. For avoidance of doubt, the preceding sentence shall not apply to any Client Materials (as defined below).

6. LINKS TO THIRD PARTY SITES

The myGenii™ environment may contain links to third party Web sites ("**Linked Sites**"). The Linked Sites are not under the control of Genii and Genii is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Genii is not responsible for web-casting or any other form of transmission received from any Linked Site nor is Genii responsible if the Linked Site is not working appropriately. Genii is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Genii of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings with third parties (including advertisers) included within myGenii™ or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Genii shall not be responsible or liable for any part of any such dealings or promotions.

7. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the myGenii™ environment, you will not use myGenii™ for any purpose that is unlawful or prohibited by these terms, conditions, and notices of any legal jurisdiction. You may not use myGenii™ in any manner which could damage, disable, overburden, or impair myGenii™ (or the network(s) connected to myGenii™) or interfere with any other party's use and enjoyment of myGenii™. You may not attempt to gain unauthorized access to myGenii™, other accounts, computer systems or networks connected to myGenii™, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through myGenii™.

8. USE OF SERVICES

The myGenii™ environment may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively, "**Collaboration Services**"). You agree to use the Collaboration Services only to post, send and receive messages and material that are lawful, comply with local decency standards and, when applicable, are related to the particular Collaboration Service. By way of example, and not as a limitation, you agree that when using a Collaboration Service, you will not:

- Use the myGenii™ Collaboration Service in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, spyware, key loggers, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Collaboration Service specifically allows such messages.
- Download any file posted by another user of a Collaboration Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Collaboration Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Collaboration Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of myGenii™ or other user or usage information or any portion thereof.
- Genii has no obligation to monitor the Collaboration Services. However, Genii reserves the right to review materials posted to a Collaboration Service and to remove any materials in its sole discretion. Genii reserves the right to terminate your access to any or all of the Collaboration Services at any time, without notice, for any reason whatsoever.
- Genii reserves the right at all times to disclose any information as Genii deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Genii's sole discretion.
- Always use caution when giving out any personally identifying information about yourself in any Collaboration Service. Genii does not control or endorse the content, messages or information found in any Collaboration Service and, therefore, Genii specifically disclaims any liability with regard to the Collaboration Services and any actions resulting from your participation in any Collaboration Service. Managers and hosts are not authorized Genii spokespersons, and their views do not necessarily reflect those of Genii.
- Materials uploaded to a Collaboration Service may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

9. MATERIALS PROVIDED TO GENII OR POSTED AT ANY SITE FOR REVIEW BY THE GENERAL PUBLIC

Genii does not claim ownership of the materials you provide to Genii (including feedback and suggestions) or post, upload, input or submit to myGenii™ or its associated services, in each case for review by the general public (each a "**Submission**" and collectively "**Submissions**"). To avoid doubt, no Confidential Information shall constitute a Submission. However, by posting, uploading, inputting, providing or submitting your Submission you are granting Genii, its affiliated companies and necessary contingencies permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Genii is under no obligation to post or use any Submission you may provide and Genii may remove any Submission at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

10. SOFTWARE AND CONTENT AVAILABLE THROUGH MYGENII™

All content and software (if any) that is made available to view and/or download in connection with myGenii™, excluding content and/or software that may be made available by end-users through a Collaboration Service and software owned or licensed by you that Genii is hosting for you under the terms of this Agreement ("**Software**"), is owned by and is the copyrighted work of Genii and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

For any Software not accompanied by a license agreement, Genii hereby grants to you, the user, a revocable personal, non-transferable license to use the Software for viewing and otherwise using myGenii™ with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and/or Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

11. LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH MYGENII™ MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO MYGENII™ AND TO THE INFORMATION THEREIN. GENII AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN MYGENII™ AT ANY TIME. ADVICE RECEIVED VIA MYGENII™ SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

GENII AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN MYGENII™ OR THE SERVICE AND PRODUCTS AVAILABLE HEREUNDER FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GENII AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

YOU SPECIFICALLY AGREE THAT, SUBJECT TO GENII'S FULFILLMENT OF ITS SECURITY OBLIGATIONS HEREUNDER, GENII SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH MYGENII™. YOU SPECIFICALLY AGREE THAT, SUBJECT TO GENII'S FULFILLMENT OF ITS SECURITY OBLIGATIONS HEREUNDER, GENII IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY. YOU SPECIFICALLY AGREE THAT, SUBJECT TO GENII'S FULFILLMENT OF ITS SECURITY OBLIGATIONS HEREUNDER, GENII IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN MYGENII™ BY ANY THIRD PARTY.

IN NO EVENT SHALL EITHER PARTY AND/OR ITS SUPPLIERS BE LIABLE FOR (X) DIRECT DAMAGES IN EXCESS OF THE FEES PAYABLE UNDER THIS AGREEMENT FOR ANY OTHER CLAIM, OR (Y) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF MYGENII™, WITH THE DELAY OR INABILITY TO USE MYGENII™ OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH MYGENII™, OR OTHERWISE ARISING OUT OF THE USE OF MYGENII™, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12. GENERAL TERMS REGARDING USE AND STORAGE

Subject to Genii's fulfillment of the other terms hereof, the Parties agree that Genii may, subject to reasonable prior notice and negotiation with you, establish reasonable limits concerning use of any service offered on a Genii Collaborative Environment, including without limitation, the maximum number of days that e-mail messages and documents will be retained by the service, the maximum number of e-mail messages that may be sent from or received by an account on the service, the maximum size of an e-mail message or document that may be sent from or received by an account on the service, the maximum disk space that will be allotted on Genii's servers on your behalf, and the maximum number of times and duration you may access the service in a given period of time. In the event the Parties cannot agree on any such reasonable limit, you may, upon written notice to Genii, terminate this Agreement without penalty.

You acknowledge that Genii reserves the right to delete accounts that are inactive for an extended period of time.

Genii will endeavor to operate its services uninterrupted, secure, and error-free. However, there may be times when service will be down or disrupted. Except as provided in the Service Level Agreement, Genii does not assume any liability for said interruptions, and will not be held responsible. Interruptions can occur due to many circumstances, such as an act of god, hacker attacking the site, power failure, failure of software or hardware. Genii will act in a timely and appropriate manner to remedy any issues that arise. Genii acknowledges that in the event of such service interruption or failure you may desire to make alternate arrangements or plan to have employees and/or other personnel work additional hours once service is re-established.

Therefore, notwithstanding the foregoing, Genii will use reasonable and diligent efforts to cure and/or repair any service interruption or failure that may occur until such interruption or failure is cured, and will further use reasonable and diligent efforts to advise you as to the cause and nature of any such service interruption or failure as well as to keep you informed as to the progress of such cure and/or repair efforts and as to any knowledge Genii develops as to the estimated duration of such interruption or failure.

13. SERVICE CONTACT

info@myGenii.org or by telephone at 866-MYGENII (866-694-3644)

14. UNSOLICITED BULK EMAIL

Genii will immediately terminate any account which it believes, in its sole but reasonable discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Genii liquidated damages of \$3 (US Currency) for each piece of spam or unsolicited bulk email you transmit from your account, otherwise you agree to pay Genii's actual damages, to the extent such actual damages can be reasonably calculated.

15. TERM AND TERMINATION

(a) The terms and provisions of the Additional Terms and Service Level Agreement shall apply to the Initial Term of this Agreement and, except as modified by the Parties, any extension of this Agreement beyond the Initial Term. Each Party reserves the right to renegotiate any provision of this Agreement for purposes of any extension of this Agreement beyond the Initial Term.

(b) This Agreement shall terminate and cease to be effective upon the earliest to occur of: (i) a mutual written agreement of the parties to such effect, (ii) expiration of the Initial Term of this Agreement, unless the Parties agree in writing to extend this Agreement; (iii) a party's material breach of this Agreement and such breach continues for a period of thirty (30) days after written notice thereof has been given by the non-breaching party to the breaching party; (iv) as provided in Section 17(b); or (v) as provided in the Service Level Agreement. In the event of any termination of this Agreement pursuant to this Section 15(b) other than for Client's material breach of this Agreement, Genii shall promptly refund any prepaid amounts applicable to services not performed as of the termination date.

16. SECURITY OBLIGATIONS OF GENII

(a) Genii shall implement reasonable, current security measures to prevent unauthorized access to Client Materials (as defined below) under Genii's control. Such measures shall in no event be less stringent than those used to safeguard Genii's own property of a similar nature. Such measures shall include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates. Without limiting the foregoing, Genii represents and warrants that the services provided hereunder shall comply with Schedule 1 hereto.

(b) For purposes of this Agreement, "**Client Materials**" shall consist of (i) all information and materials of Client that CFTH developed or acquired prior to or independently of this Agreement, (ii) derivative works thereof, even if developed as part of this Agreement and (iii) Client Data. "**Client Data**" shall mean any information, data, material, expression, software, methodology or other content provided to Genii by Client in connection with this Agreement, inputted by or for Client Data in connection with the services provided by Genii under this Agreement, or stored, processed, or obtained as the result of processing in connection with any such services. Client Materials are and shall remain the exclusive property of Client or its licensors, including derivative works of the foregoing whether or not created as part of the services hereunder.

17. INTELLECTUAL PROPERTY

(a) Each Party agrees to indemnify, defend and hold harmless the other Party and its respective officers, directors, employees, agents, successors, and assigns, from Losses resulting from any Third Party Claims relating to the infringement by the indemnitor or the services provided hereunder (if Genii is the indemnitor) or the Client Materials (if Client is the indemnitor) of a third party's Intellectual Property Rights.

(b) If a Third Party Claim causes Client's reasonable use of the services hereunder to be endangered or disrupted, Genii shall, at Genii's election and in addition to indemnifying the Client indemnified parties as provided in this Agreement and to other rights Client may have, promptly, without additional charge to Client: use commercially reasonable efforts to (i) obtain a license for Client to continue use of the allegedly infringing service or related product for the term of this Agreement, and pay for any additional fees required for such license; (ii) modify the allegedly infringing service or related product so as to provide Client with a functionally equivalent, compatible and non-infringing service; or (iii) replace the allegedly infringing service or related product used to provide the services hereunder with a compatible, functionally equivalent and non-infringing service or product. Genii shall accomplish the remedies under subsections (i), (ii) or (iii) in a manner that minimizes the disruption to Client's operations. If none of the foregoing alternatives are possible even after Genii's commercially reasonable efforts, then either Party may, at its option, terminate the this Agreement without penalty, and Genii shall promptly refund any prepaid amounts applicable to services not performed as of the termination date.

(c) The Parties will follow the following indemnification procedures: Promptly after receipt by any entity entitled to indemnification of notice of a Third Party Claim, the indemnitee shall notify the indemnitor of such claim in writing. No failure to so notify the indemnitor shall relieve the indemnitor of its obligations under this Agreement except to the extent that it can demonstrate prejudice attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any Third Party Claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due ("Election Notice Period"), the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that Third Party Claim ("Election Notice"). If the indemnitor delivers a Election Notice relating to any Third Party Claim within the required Election Notice Period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) the indemnitee may participate in the defense and employ counsel at its own expense to assist with such Third Party Claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such Third Party Claim that purports to bind the indemnitee, such approval not to be unreasonably withheld. After the indemnitor has delivered an Election Notice, the indemnitor shall not be liable to the indemnitee for any legal expenses incurred by the indemnitee in connection with the defense of that Third Party Claim. In addition, the indemnitor shall not be required to indemnify the indemnitee for any amount paid or payable by the indemnitee in the settlement of any Third Party Claim for which the indemnitor has delivered a timely Election Notice if such amount was agreed to without the written consent of the indemnitor. If the indemnitor does not deliver an Election Notice relating to any Third Party Claim within the required Election Notice Period, the indemnitee shall have the right to defend the Third Party Claim in such manner as it may deem appropriate, at the sole cost and expense of the indemnitor. The indemnitor shall promptly reimburse the indemnitee for all such costs and expenses.

(d) For purposes of this Agreement:

"Intellectual Property Rights" means any and all right, title and interest (including all patent, patent registration, copyright, trademark, trade name, service mark, service name, trade secret, or other proprietary right arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty) in any technology, system, invention, medium, or content, including without limitation text, print, pictures, photographs, video, marks, logos, designs, drawings, artistic and graphical works, music, speech, computer software and documentation, any other works of authorship, and any form, method or manner of expression or communication.

"Losses" shall mean all losses, fines, liabilities, damages and claims, and all related costs and expenses (including without limitation reasonable legal fees, disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"Third Party Claims" shall mean all claims or threatened claims, civil, criminal, administrative, or investigative action or proceeding, demand, charge, action, cause of action or other proceeding asserted against a Party brought by a third party.

18. NOTICES

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be (a) sent by registered or certified mail, return receipt requested; (b) hand delivered; or (c) sent by prepaid overnight carrier, with a record of receipt, to the parties at the respective addresses set forth above (or at such other addresses as shall be specified by the parties by like notice). Each notice or communication shall be deemed to have been given on the date received.

19. HIPAA

Client hereby represents and warrants that it is not subject to, governed by, or required to comply with the provisions and requirements set forth in the Health Insurance Portability and Accountability Act ("**HIPAA**") with respect to any data or information currently planned to be hosted on the Services. In the event Client becomes aware that any data or information to be hosted on the Services is subject to the provisions of HIPAA, Client shall give written notice thereof to Genii. In the event of such notice, Genii and Client shall jointly determine the changes necessary to operating and backup procedures which are necessary for Client to comply with its HIPAA obligations. If such changes, in Genii's reasonable estimation, change the cost of providing the myGenii service, Genii shall give Client notice of the same within thirty (30) days of making such determination together with pricing for the revised services. Client shall have sixty (60) days by written notice to agree to the new pricing or to terminate this Agreement at no further cost (other than the cost of amounts previously accrued under this Agreement).

20. GENERAL

This agreement is governed by the laws of the State of New Jersey, U.S.A. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Essex County, New Jersey, U.S.A. in all disputes arising out of or relating to the use of myGenii™ or this Agreement. Use of myGenii™ is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. The Parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Genii as a result of this agreement or use of myGenii™. Genii's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Genii's right to comply with governmental, court and law enforcement requests or requirements relating to your use of myGenii™ or information provided to or gathered by Genii with respect to such use. 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 the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Genii with respect to myGenii™ and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Genii with respect to myGenii™. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved.

SERVICE LEVEL AGREEMENT

This document outlines the levels of service to be provided by Genii Research, LLC with regard to the subscribed use of the myGenii™ service. myGenii™ is an Application Service Provider (ASP) offering that is designed to provide Internet-based access to user desktops, application and collaboration software. The architecture and tailoring of the applications in this model is intended for exclusive use by authorized users of organizations that subscribe to the myGenii™ Connected Productivity Infrastructure (CPI). In addition to application software access, Genii will provide for the storing of electronic files used by the customer via myGenii™ CPI applications.

1. SERVICE DEPLOYMENT

The deployment period will consist of service preparation and testing to be performed between the subscriber organization and Genii. Deployment of the service to the subscriber will be done according to the pre-determined deployment plan developed jointly between the subscriber and Genii. This plan outlines the following details that will drive the implementation tasks during the deployment period:

- Identification of all individuals to be given access to the system. This list must include each individual that will require access to the system. For security and compliance, each of these entities must be an actual person, and not a "shared account". Genii will provide the subscriber with forms that will make it easy to provide the necessary user information. Under no circumstances is account sharing permitted.
- Identification of the specific applications to be in the workspace for the subscriber. Licensure for myGenii™ hosted applications will be handled either as an integral part of the overall contract with the subscriber, or under separate contract. The latter is more the case when a subscriber is converting application(s) from an in-house, non-hosted installation to deployment on myGenii™.
- Evaluation of the specific applications to be deployed. For non-Microsoft applications, this may involve data conversion or other tasks. If such work is necessary, Genii will size the effort required, and will require approval of the work prior to the start of deployment.
- Identification of an individual(s) authorized to review, approve, and administer the implementation and deployment. The subscriber should identify an individual or group that will review and test the installation to ensure that it meets expectations of the deployment prior to receipt of final approval. This person shall be known as the "Subscriber Agent". The start of the subscription period will begin on the day the implementation receives approval from the subscriber agent. This subscriber agent will be designated as the subscriber representative authorized to manage user request changes, and to generally manage the subscription.
- Any special requirements of the subscriber that must be taken into account during the implementation period.
- A time-line for the deployment that takes into account resource requirements and requisite scheduling for the subscriber organization and Genii.
- Following deployment execution, determined by approval by the subscriber agent, Service Availability will begin. Each person accessing the portal is required to have a unique myGenii™ user ID, the cost for which is paid monthly. myGenii™ user information and/or accounts may not be shared. For any myGenii™ contract, it is assumed that the number of concurrent users will not exceed 75% of the total number of users included in the contract except in emergencies affecting Client's main headquarters, in which case the number of concurrent users may be up to 100% of such total number of users. If concurrent usage under the contract materially exceeds 75% of the total number of Users, Genii reserves the right to re-visit this issue with the customer.

2. SERVICE METRICS

Following deployment, the Service Availability period will begin. This period will begin with the approval of the deployment by the subscriber agent, and continue perpetually as long as the subscriber maintains service fee payments according to the Agreement. During Service Availability, Genii will provide the subscriber with the following services:

- Access myGenii™ and associated licensed applications via the Internet 24 hours a day, 7 days a week, 365 Days per year with the exception of scheduled down time for system maintenance.
- Guaranteed 98.0% availability of the Genii servers outside of scheduled down times (on a monthly basis).
- Guaranteed 98.0% availability of each of the Microsoft server and productivity applications provided, outside of scheduled down times (on a monthly basis).
- Guaranteed second tier help desk response within two hours of reporting of a problem.
- Maintenance of subscribed applications.
- Maintenance of all network server hardware (not including user desktop hardware or printers) and server software.
- System performance monitoring and adjustments as necessary to support the number of required concurrent users.
- Security and Virus scanning of all network server hard drives (not including user desktop hard drives).
- Periodic backup of all server software components and subscriber databases. (See the section on Data Backup for details on backups performed.)
- Access to a toll-free technical support number for technical support related to the use and availability of the hosting services described herein. Technical support response time for system availability will be within 2 hours of the original call. Note that "technical

support" is defined as addressing myGenii™ network and application availability issues, and does not include individualized assistance on how to use applications.

During Service Availability, Client will provide all first-tier help desk services.

3. SERVICE TERMINATION

Service will be terminated for individual users per the direction of the Client. Termination requests must be submitted in writing or via e-mail to Genii. Genii reserves the right to terminate service for any user at any time for reasons related to system security or integrity. Also, user access can be terminated for any user or group of users who are more than 30 days late on payment of access or license fees.

4. TRANSFER OF ACCOUNTS

Account transfers (termination of one account, with replacement by another account) may be requested by the Client. Account transfers are subject to a one time charge of \$50.00 per transfer, payable during the next monthly billing cycle.

5. SCHEDULED DOWN-TIME

Periodically, Genii will schedule times when the system will be unavailable due to extended maintenance. If at all possible, these periods will be scheduled outside of normal extended business hours, and the subscriber will receive 24 hours notice of the down time. Depending upon the immediacy of the maintenance required, the down time may be rescheduled at the request of a subscriber. It is anticipated that there will be a weekly scheduled down time for system maintenance on Sunday mornings from 7:00 AM to 11:00 AM Eastern.

6. UNSCHEDULED DOWN-TIME AND RECOVERY

In the event of unscheduled down time (an unplanned outage), Genii will promptly take action to diagnose the problem and restore normal operations quickly. Because the system contains a number of redundancies, down time for such events should be minimal. The following outlines our commitment regarding recovery from unplanned outages. The times given are from the point of knowledge by Genii personnel of the failure:

- Hard disk failures should be minimal, due to system engineering and RAID redundant hard drives on the network server(s). In the event of a network server hard drive failure that cannot be automatically restored, we will commit to a maximum outage time of 4 hours to restore data systems from backup devices.
- The data system contains redundant servers for the most critical components. In the event of catastrophic failure of server(s) requiring complete replacement, we will restore service within a 24 hour time period.
- If the outage is due to failure of a component beyond our control (operating system issues, subsystem failures beyond our control, etc.), Genii will work with the group responsible to resolve the dependency outage as quickly as possible.
- A catastrophic system failure, requiring the entire data center to be re-built will be recovered over a period of 10 business days.

7. INTERNET CONNECTION DEPENDENCE

It should be noted that the performance and availability of this service is directly dependent upon the quality of the client's Internet connection. Genii will aid the client in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision regarding Internet Service Provider selection. Failure of the client's Internet connection to maintain satisfactory throughput and latency is outside of Genii's control and thus the scope of this SLA and should be addressed directly with the subscribing organization's ISP. Genii cannot be held responsible for Internet infrastructure failures, and as such, this applies to those components within the Genii Research, LLC server farm.

8. SPAM FILTERING/E-MAIL VIRUS PROTECTION

myGenii™ is engineered to provide excellent protection against malicious e-mail and spam. We utilize the services of Microsoft to filter e-mail sent to all myGenii™ subscribers. Moreover, Microsoft Exchange provides additional tools for keeping your mail environment safe. We cannot guarantee with certainty, however, that your environment will not be infected by malicious software (in fact, no one can make that kind of guarantee). If an infection does occur, we will work quickly to isolate and remove it.

9. BACKUP SCHEDULE

Genii uses automated backup software to backup all data routinely. All data is backed up nightly, beginning at 12 Midnight. Genii follows a Disk to Disk to Disk backup strategy.

On the daily backups a differential (a backup in which all files that have been modified since the last full backup are copied to the backup device) backup is run ensuring all files are saved and can be restored. The weekly (Friday) backups are full (a backup that takes a complete image of the entire file systems and copied to the backup device) backups. Below is a schedule of our backup procedure.

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|--------|-----------|-----------|-----------|-----------|--|
| Week | Daily (D) | Daily (D) | Daily (D) | Daily (D) | Weekly (F) Weekly (F) Weekly (F) Weekly (F) |
| Week 2 | Daily (D) | Daily (D) | Daily (D) | Daily (D) | |
| Week 3 | Daily (D) | Daily (D) | Daily (D) | Daily (D) | |
| Week 4 | Daily (D) | Daily (D) | Daily (D) | Daily (D) | |

(D) = Differential Backup

(F) = Full Backup

A redundant monthly backup is also performed. These monthly backups are stored off site for twelve months.

These backups include all unique user data and other pertinent files, with all backups beginning at approximately 12 AM (Midnight) nightly and lasting as long as necessary. Generally, all applications and services are available during the backup process.

CONFIDENTIALITY TERMS

1. CONFIDENTIAL INFORMATION

During the performance of the Agreement, each party hereto may receive or have access to confidential and/or proprietary information of the other party that is labeled as such or is of a nature that would reasonably be understood to be confidential or proprietary ("Confidential Information"). As used herein, the term "Confidential Information" shall include, but not be limited to, with respect to Client, all data of Client stored on the myGenii system or generated by the myGenii system using data of Client, and, with respect to Genii, any information used by, or in the possession of Client relating to (by way of example, but without limitation) products, processes, data, diagrams, specifications, know-how, calculations, memoranda, notes, photographs, technical reports, business information, formulae, formulations, and studies of the myGenii system and information about the engineering, development and operation of the myGenii system.

2. OWNERSHIP

Each Party hereby acknowledges that all of the Confidential Information to which it will have access are and shall continue to be the exclusive property of the other Party, whether or not prepared in whole or in part by the other Party and whether or not disclosed to or entrusted to the custody of the Party. Each Party hereby acknowledges that any and all Confidential Information to which it will have access will be disclosed to it solely for purposes of performing its obligations or exercising its rights under the Agreement, and for no other purpose.

3. NON-DISCLOSURE AND NON-USE

Each Party hereby agrees that it will not at any time during or after the course of the work under this Agreement (i) disclose any Confidential Information of the other Party, in whole or in part, to any person or entity for any reason or purpose whatsoever, or (ii) use any Confidential Information of the other Party for any purpose other than the performance of its obligations or exercise of its rights under the Agreement, unless the other Party gives its prior consent, in writing, to such disclosure or use, except as required by law.

Each Party hereto will be responsible for the compliance by its employees and agents with the terms of this Each Party will review these Confidentiality Terms with all employees and agents who will have access to the Confidential Information of the other Party and will obtain their written agreement to the terms of this agreement in a form reasonably satisfactory to the other Party, which shall include the right of the other Party to enforce such written agreement against such employee or agent, before providing them with any Confidential Information of the other Party.

Obligations regarding confidentiality and use of Confidential Information shall not apply to the following:

- information that was in a Party's possession prior to the date of this agreement and which was not received from the disclosing Party;
- information that is independently developed by a Party without access to or benefit of information disclosed by the disclosing Party;
- information that is or becomes known publicly through no fault of the receiving Party;
- information that a Party learns from a third party entitled to disclose it; and
- information reasonably disclosed in the course of litigation or other dispute resolution procedures between the Parties relating to the Agreement.

4. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that a Party is required by applicable law, regulation, judicial or administrative order, or subpoena or other legal process to produce any Confidential Information in its possession, or to discuss or respond to questions regarding any such Confidential Information, the Party agrees to promptly notify the other Party, provide a copy of the order, subpoena or other legal document to the other Party and cooperate reasonably with the other Party, at the other Party's sole expense, in any attempt by the other Party to obtain a protective order, quash or limit the subpoena or any other demand for the information, or obtain similar relief. Upon compliance with the above, and upon receipt of a final order requiring disclosure, each Party shall be authorized to disclose any Confidential Information to the extent so required.

5. REMEDIES FOR BREACH

The Parties hereby acknowledge and agree that the services they will render and the confidential information and materials disclosed during and by virtue of this Agreement are of a special, unique, and extraordinary character, and that the breach of any provision of this Confidentiality Agreement may cause irreparable damage and injury to the other Party. The non-breaching Party will be entitled to seek any and all legal and/or equitable remedies against the breaching Party in the event of a breach of these Confidentiality Terms, including, without limitation, injunctive relief.

6. DISPOSITION OF CONFIDENTIAL INFORMATION

Upon termination or expiration of the Agreement, each Party shall promptly return or destroy any Confidential Information of the other Party in its possession and furnish the other Party a certificate executed by a duly authorized officer of the first Party certifying such return or destruction.