

MASTER SUBSCRIPTION AGREEMENT

BY SIGNING THE ORDER FORM AS PART OF THE ORDERING PROCESS, CLIENT AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING CLIENT'S USE OF CONTINUA'S ONLINE TRAINING SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "CLIENT'S" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SIGN THE ORDER FORM AND MAY NOT USE THE SERVICE. IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND ANY ORDER FORM, THE PROVISIONS OF THE ORDER FORM WILL TO THE EXTENT OF SUCH CONFLICT TAKE PRECEDENCE.

1. Definitions.

(a) "Account Administrator" means that User designated by Client who is authorized to purchase Service components, and optional modules by executing written Order Forms and to create User accounts and otherwise administer Client's use of the Service.

(b) "Agreement" means these terms of use, any Order Forms, and any materials available on the Continua website or through the Service specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Continua from time to time in its sole discretion.

(c) "Client Content Conversion" means content owned or licensed by Client that is legally provided to Continua in order for Continua to convert to a format that is usable on the Learning Solution and Service.

(d) "Client Data" means any data, information or material provided or submitted by Client through the Learning Systems.

(e) "Content" means the audio and visual information, documents, software, products and services contained or made available to Client.

(f) "Designated Contacts" means the individuals designated by Client and agreed to by us who are authorized to contact our client support staff and who will coordinate all of Client's support requests.

(g) "Direct Continua Content Access Service" means specific content owned by Continua that is licensed by Continua to Client for access by Client's system.

(h) "Effective Date" means the date this Agreement is accepted by signing the Order Form.

(i) "Initial Term" means the initial period during which Client are obligated to pay for the Service equal to the billing frequency selected by Client during the subscription process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter).

(j) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

(k) "Learning Solution and Service" means the technology and services that serves as platform to manage, track, and deliver all regulatory, accreditation, performance knowledge and training.

(l) "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms (Supplemental Order Form) submitted online or in written form, specifying, among other things, the number of users, licenses and other services contracted for, the applicable fees,

the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement.

(m) "Service(s)" means the specific edition of Continua's online learning, collaboration, data analysis, or other workforce performance services identified during the ordering process, developed, operated, and maintained by Continua, to which Client are being granted access under this Agreement, including the Learning System, Support, Client Content Conversion, Continua Technology and the Content.

(n) "Service Configuration" means the particular components and optional modules of the Service licensed hereunder to access and use each such component or module of the Service pursuant to this Agreement and as may be amended from time to time.

(o) "Continua Technology" means all of Continua's, and Continua's licensors, proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Client by Continua in providing the Service.

(p) "Subscription Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).

(q) "User(s)" means Client's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by Continua at Client's request).

2. Privacy and Security

Continua reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Account Administrators may receive marketing and other non-critical Service-related communications from Continua from time to time. Note that because the Service is a shared, hosted, online application, Continua occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service.

3. Learning Solution and Service

(a) License Grant. Continua hereby grants Client a non-exclusive, non-transferable, worldwide right to use the Learning Solution & Service, solely for Client's own business purposes, subject to the terms and conditions of this Agreement and Order Form. All rights not expressly granted to Client are reserved by Continua and its licensors. Client's registration for, or use of, the Service shall be deemed to be Client's agreement to abide by this Agreement including any materials available on the Continua website incorporated by reference herein, including but not limited to Continua's privacy and security policies.

(b) Demo License Option. If the applicable Order Form expressly provides for the demo license option, then Client is hereby granted a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use the Learning Solution and Service for evaluation purposes only for the evaluation term and for the number of Authorized Users specified on the Order Form. Technical support services will be provided during the demo period at no charge and at Continua's discretion. For the duration of the demo license term, the Services will be provided "AS-IS", WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE SERVICE LEVEL WARRANTY, OR ANY INDEMNITY PROVIDED HEREIN, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ARE HEREBY DISCLAIMED. Upon the expiration of the demo term, this Agreement will terminate, unless Client pays the initial use fees as specified in the applicable Order Form, in which case this Agreement shall continue without this demo license.

(c) Restrictions on Use. You shall not (i) use, copy, modify, translate, merge or create derivative works of the Service or the Content except as provided in this Agreement; (ii) disable or circumvent any

licensing control feature in the Service; (iii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; or (iv) reverse engineer or access the Service in order to a) build a competitive product or service, b) build a product using similar ideas, features, functions or graphics of the Service, or c) copy any ideas, features, functions or graphics of the Service; (v) remove the copyright and other proprietary rights notices included in the documentation and training materials; (vi) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (viii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (x) attempt to gain unauthorized access to the Service or its related systems or networks; or (xi) externally publish any performance or benchmark data related to the Service without Continua's prior written consent.

4. Client Content Conversion Service

(a) Client Content Conversion Process. Subject to terms and conditions on Order Form, Client has the option to provide content owned or licensed (and legally allowed to be converted and hosted by Continua) to Continua for conversion to a format that can be accessed through the Learning Solution and Service.

(b) Content License Grant. Continua hereby grants Client an exclusive, non-transferable, worldwide license to use the converted content exclusively through the Learning Solution and Service, solely for Client's own business purposes, subject to the terms and conditions of this Agreement and Order Form.

(c) Intellectual Property Ownership. Client shall provide to Continua access and a license to Client provided content solely for the limited purpose to convert the content to a Learning Solution and Service accessible format. Upon conversion, Continua is granted a license to the converted content solely for the purpose of allowing exclusive access of the converted content to the Client. Continua is not granted any intellectual property ownership or license to the original non-converted content.

(d) License Expiration. Upon expiration of correlating Learning Solution and Service license the converted content is also revoked. Continua shall delete the converted content and reserves right to charge additional conversion fees for any potential future conversion and access.

5. Direct Continua Content Access Service

(a) Direct Continua Content Access License. Subject to terms and conditions on Order Form, Client may license content on a content by content basis that is accessed from the client's system instead of the Continua solution and service.

(b) Intellectual Property Ownership. Continua reserved full ownership of all content licensed to Client for Client's direct access.

(c) Third Party Intellectual Property Agreements. Continua reserves the right to mandate any third party that Client utilizes to access Continua content to execute a Continua's drafted intellectual property agreement that reserves full intellectual property rights to Continua.

6. Support

(a) Support. All active users of the Service may utilize standard support.

(b) Standard Support Provided. During each Subscription Term, we will provide the following support, subject to the procedures and limitations described herein: (i) clarifying and assisting in the operation of the features and functions of the Service; (ii) clarifying our published documentation; (iii) assisting in identifying and verifying the causes of suspected errors; (iv) providing error corrections; and (v) providing authorized configuration services.

(c) Self-Help Support Resources. You agree that active users of the Service will attempt to answer any questions or resolve any issues with respect to the operation of the Service by using the Help function of the Service.

(d) Contacting Client Support. If you are unable to resolve an issue or question with respect to the Service using the self-help resources described above, the active user may contact a client support representative to receive support using one of the methods described below. We will provide support only in English.

(i) **Telephone Hot Line.** We will provide telephone support between the hours of 9:00 a.m. to 6:00 p.m. Eastern Time Monday through Friday, excluding Continua holidays (the "Support Hours"). We will provide you with a list of Continua holidays and any reduced support hours on those holidays upon request.

(ii) **E-mail Support.** Email support is provided between the hours of 9:00am – 9:00pm Eastern Time Monday through Friday, excluding Continua holidays (the "Support Hours"). We will use commercially reasonable efforts to provide an acknowledgement to web e-mail sent to "support@continuagroup.com" within two (2) business hours after we receive the e-mail.

(e) **Other Services.** Terms and conditions related to any optional additional services will be set forth in additional exhibits as applicable.

7. Client's Responsibilities

(a) **Use of the Learning Solution and Service.** You are responsible for all activity occurring under Client's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Client's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Continua immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Continua immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client or Client's Users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

(b) **Account Administrator.** You shall designate one (1) person who will act as the Account Administrator for all communications regarding this Agreement. This person shall be identified on the Order Form. You may change their designated Account Administrator by written notice.

(c) **Security.** Client shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, Continua shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access (the "Security Standard"). Provided that Continua is in compliance with the Security Standard, the parties agree that Continua shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Continua at the time. Continua will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Continua, and Continua will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

(d) **Acceptable Use Policy.** The Client may only use Services for lawful purposes. In the event that at any given time, Continua reasonably believes that the Service is being used by Client in contravention of any of the terms and provisions contained in this Agreement, Continua has the right to immediately discontinue such Service to Client without liability. Continua reserves the right to determine what a violation of acceptable use is. The following are restrictive uses and shall be cause for the immediate termination of Services and this Agreement effective upon e-mail notice to Client:

(i) Unauthorized distribution or copying of copyrighted software, violation of US export restrictions, embarrassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities;

(ii) Unsolicited advertising via e-mail and/or spamming (sending unsolicited advertising to numerous e-mail addresses or newsgroups) may be a violation of state and federal law and is otherwise a violation of this agreement. Such prohibited conduct subjects Client to immediate cessation of service as provided herein and the termination of this agreement without notice. Continua reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.

(iii) Tortious conduct such as posting of defamatory, libelous, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyright, or other intellectual property rights;

(iv) Any action on the part of or Site Content maintained by Client or its Clients that results in Continua receiving a subpoena or similar document demand from any legal or governmental authority due to unlawful practice or Site Content shall be cause for the immediate termination of the Service and this Agreement.

8. Charges and Payment of Fees

You shall pay all fees or charges to Client's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments will be made quarterly or annually, consistent with the billing frequency identified on the Order Form, or as otherwise mutually agreed upon. You are responsible for paying for all service fees for the entire Subscription Term, whether or not such services are actively used. You must provide Continua with valid credit card or approved purchase order information as a condition to signing up for the Service. Continua reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to Client, which notice may be provided by e-mail. All pricing terms are confidential, and Client agree not to disclose them to any third party.

9. Billing and Renewal

(a) Billing. Continua charges and collects in advance for use of the Service. Unless Client contacts Continua to cancel renewals at least thirty (30) days prior to license expiration, Continua SHALL AUTOMATICALLY RENEW and bill Client's credit card or issue an invoice to Client (i) every quarter for quarterly billing frequency, (ii) each year on the subsequent anniversary for annual billing frequency, or (iii) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current service fee in effect during the prior term, unless Continua has given Client at least thirty (30) days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Continua's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Continua's income.

(b) Purchase of Additional Services. Client may elect to purchase rights for additional Authorized Users and/or additional services by subsequent Order Forms. Such additional purchases shall be governed by the terms and conditions hereof, unless Continua presents updated Subscription Agreement to Client for review with future Order Forms. Client agrees that, absent Continua's express written acceptance thereof, the terms and conditions added or modified by Client in any Order Form or other document issued by Client to Continua for the additional purchases, will not be binding on Continua to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

(c) Billing Information. You agree to provide Continua with complete and accurate billing and contact information. This information includes Client's legal company name, street address, e-mail address, and

name and telephone number of an authorized billing contact. You agree to update this information within thirty (30) days of any change to it. If the contact information Client have provided is false or fraudulent, Continua reserves the right to terminate Client's access to the Service in addition to any other legal remedies.

(d) Currency. Unless Continua in its discretion determines otherwise entities will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes.

(e) Adjustments. If Client believe Client's bill is incorrect, Client must contact us in writing within sixty (60) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

(a) Non-Payment. In addition to any other rights granted to Continua herein, Continua reserves the right to suspend or terminate this Agreement and Client's access to the Service if Client's account becomes delinquent (falls into arrears). You will continue to be charged for service fees during any period of suspension. If Client or Continua initiates termination of this Agreement, Client will be obligated to pay the balance due on Client's account computed in accordance with the Charges and Payment of Fees section above. You agree that Continua may charge such unpaid fees to Client's credit card or otherwise bill Client for such unpaid fees.

(b) Reconnection Fee. Continua reserves the right to impose a reconnection fee in the event Client are suspended and thereafter request access to the Service or if Client subscription has expired and subsequently wants to renew.. You agree and acknowledge that Continua has no obligation to retain Client Data and that such Client Data may be irretrievably deleted if Client's account is thirty (30) days or more delinquent.

11. Account Information and Data

(a) Data Responsibilities. Continua does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not Continua, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data.

(b) Rights on Termination. In the event this Agreement is terminated (other than by reason of Client's breach), Continua will make available to Client a .csv format file of the Client Data within fourteen (14) days of termination if Client so request at the time of termination. If Client requests the Client Data in a non-.csv format, Client shall pay to Continua a reasonable fee for technical services as determined by Continua. Continua reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and Continua shall have no obligation to maintain or forward any Client Data. For any breach and/or termination for cause, Continua shall wait thirty (30) days before any Client Data is deleted.

(c) Monitoring of Site Content. Continua has no obligation to monitor the site content, but reserves the right in its sole discretion to do so.

12. Intellectual Property Ownership

(a) Continua alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Continua Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the Continua Technology or the

Intellectual Property Rights owned by Continua (and its licensors, where applicable). The Continua name, the Continua logo, and the product names and logos associated with the Service are trademarks of Continua or third parties, and no right or license is granted to use them. Client data shall remain Client's sole property.

(b) You retain all right, title and interest to all content uploaded to the Software by Client's organization or on behalf of Client's organization.

(c) The above intellectual property ownership rights do not apply to client owned or licensed content provided to Continua for client content conversion governed by 4(c).

13. Third Party Interactions

During use of the Service, Client may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Client and the applicable third party. Continua and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Client and any such third party. Continua does not endorse any sites on the Internet that are linked through the Service. Continua provides these links to Client only as a matter of convenience, and in no event shall Continua or its licensors be responsible for any content, products, or other materials on or available from such sites. Continua provides the Service to Client pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require Client's agreement to additional or different license or other terms prior to Client's use of or access to such software, hardware or services.

14. Termination upon Expiration

(a) This Agreement commences on the Order Start Date specified on the Order Form. The Subscription Term is one (1) year or as otherwise mutually agreed upon, commencing on the date Client agrees to pay for the Service by completing the Order Form. Upon the expiration of the Subscription Term, this Agreement will automatically renew for successive renewal terms equal in duration to the original Subscription Term (or one year, if the Subscription Term is greater than one year) at Continua's then current fees; provided that (i) neither Party has not given notice that Party does not wish to extend the Subscription Term for an additional term at least thirty (30) days prior to the end of the current term; and (ii) Client pay the then current fee for the additional Subscription Term.

(b) For any change in fees, Continua must provide a renewal invoice with applicable fees at least sixty (60) days before expiration of current term to Client. Client shall give notice to Continua at least thirty (30) days prior to end of the current term that Client does not wish to extend the Subscription Term with the updated fees.

15. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Continua represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances. Continua warrants that the Services will: (i) conform to all material operational features as described in the applicable Order Form, and (ii) be free of errors and defects that MATERIALLY affect the performance of such features ("Limited Warranty"), provided that Client notifies Continua of any non-conformity, error, or defect. Client's sole and exclusive remedy for breach of this Limited Warranty shall be the correction of non-conforming Services in a reasonable time at Continua's expense.

Client represent and warrant that Client have not falsely identified Client's self nor provided any false information to gain access to the Service and that Client's billing information is correct. Client represents and warrents that the performance of its obligations and use of the Services (by Client and its Authorized Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union

16. Mutual Indemnification

(a) Client Indemnification. You shall indemnify and hold Continua, its licensors and Continua's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Client Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Client of Client's representations and warranties; or (iii) a claim arising from the breach by Client or Client's Users of this Agreement, provided in any such case that Continua a) gives written notice of the claim promptly to Client; b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any claim unless Client unconditionally release Continua of all liability and such settlement does not affect Continua's business or Service); c) provides to Client all available information and assistance; and d) has not compromised or settled such claim.

(b) Continua Indemnification. Continua shall indemnify and hold Client and Client's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes any U.S. intellectual property right of a third party; (ii) a claim, which if true, would constitute a violation by Continua of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Continua; provided that Client a) promptly give written notice of the claim to Continua; b) give Continua sole control of the defense and settlement of the claim (provided that Continua may not settle or defend any claim unless it unconditionally releases Client of all liability); c) provide to Continua all available information and assistance; and d) have not compromised or settled such claim. Continua shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Continua Technology or Services other than by Continua, (ii) any combination of the Continua Technology or Services by Client with other programs or data not furnished by Continua, or (iii) any use by Client of the Continua Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Continua Technology or Services are intended.

(c) Options for Infringement Claims. If any party is enjoined from using the Continua Technology, or if Continua believes that the Continua Technology may become the subject of a claim of intellectual property infringement, Continua, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Continua Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Purchase Order; or (iii) terminate this Agreement, in which case Continua shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Continua and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Continua to Client for any infringement by the Continua Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open source software.

Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, CONTINUA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE

OR ANY CONTENT. CONTINUA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CONTINUA AND ITS LICENSORS.

17 Internet Delays

CONTINUA'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONTINUA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Client.

20. Local Laws and Export Control

(d) Export Control. The Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Client acknowledges and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Client represent and warrant that Client are not located in, under the control of, or a national or resident of an

Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

(e) **Representations.** Continua and its licensors make no representation that the Service is appropriate or available for use in other locations. If Client use the Service from outside the United States of America Client are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

21. Notice

Continua may give notice by means of a general notice on the Service, electronic mail to Client's e-mail address on record in Continua's account information, or by written communication sent by first class mail or pre-paid post to Client's address on record in Continua's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by e-mail). You may give notice to Continua (such notice shall be deemed given when received by Continua) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Continua at the following address: Continua Co., 3 Colonial Club Drive, Suite 304, Boynton Beach, FL 33435 USA., addressed to the attention of: Chief Financial Officer.

22. Modification to Terms

Continua reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Client's consent to such changes.

23. Assignment and Change in Control

This Agreement may not be assigned by Client without the prior written approval of Continua but may be assigned without Client's consent by Continua to (a) a parent or subsidiary, (b) an acquirer of assets, or (c) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Client that results or would result in a direct competitor of Continua directly or indirectly owning or controlling fifty percent (50%) or more of Client shall entitle Continua to terminate this Agreement for cause immediately upon written notice.

24. Confidential Information

(f) **Definition.** "Confidential Information" means information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") that is in written, graphic, or other tangible Confidential Information includes all trade secrets in the Service and documentation, non-public aspects of Continua's Site and the operation thereof, and the Services and additional services provided by Continua, and Continua's business and technical information, and data, as well as this Agreement, and all other information disclosed by the Disclosing Party in such a way that the Receiving Party should reasonably understand that it is confidential.

(g) **Obligations.** Each party will protect the other party's Confidential Information with at least the same care that it uses to protect its own information of similar importance, but with at least reasonable care. Each party will only use the other's Confidential Information for the purposes of this Agreement, and will only disclose the other's Confidential Information to those of its employees or contractors who need to know it for the purposes of this Agreement, and who have agreed in writing to protect such Confidential Information with at least the care required in this Agreement. Each party will return the other party's Confidential Information after the other party's request or upon termination of this Agreement.

(h) Exclusions. The obligations described in Section 26(b) do not apply to Confidential Information that the Receiving Party can prove: (i) became publicly known through no fault of the Receiving Party; (ii) it obtained from a source that is not prohibited from disclosing it; (iii) it developed without using the Disclosing Party's Confidential Information; or (iv) it possessed before the Effective Date as shown by the Receiving Party's files and records.

25. General

(i) Governing Law and Arbitration. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of Florida, excluding its conflict of law rules, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act are expressly disclaimed. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Broward County, Florida. The arbitrator shall apply the laws of the State of Florida to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Each Party to the arbitration is to pay an equal part of the deposit (or any other fees and expenses of the arbitrator) fixed by the AAA. Initially, each party shall pay its own attorney's fees or related costs incurred in pursuing or defending the arbitration claim. However, the arbitrator may rule in final judgement that the losing party shall reimburse some or all of the winning party for its own attorney's fees, or relating costs (including arbitration fees) incurred in pursuing or defending the arbitration claim.

(j) Force Majeure. Neither party will be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire, labor disturbances, acts of war, acts of terror, radiological, nuclear, chemical, or biological attack, or spread of infectious disease.

(k) Entire Agreement. This Agreement, including all Exhibits hereto, together with any applicable Order Form comprises the entire agreement between Client and Continua and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is declared invalid or unenforceable, then the court shall replace the invalid or unenforceable provision with a valid and enforceable provision that most accurately reflects the parties' intentions and the remaining provisions of this Agreement shall remain in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Client and Continua as a result of this agreement or use of the Service. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(l) Continuing Obligations. The following obligations will survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to Continua hereunder.