

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

In consideration of the terms and conditions and mutual obligations contained in this Agreement, the parties agree as follows:

1. Scope of Services.

1.1 General. Subject to the terms and conditions of this Agreement, SNOVASYS shall provide and Client shall purchase access to the SAAS and other Services described in these Terms and Conditions and any applicable Schedule or Statement of Work.

(a) **“SAAS”** or **“SAAS services”** means SNOVASYS's online bundled cloud application currently known as SAAS; all software associated therewith, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by SNOVASYS at the request of a client; and all systems provided or operated by SNOVASYS to provide access to its site, including all content accessible on or through its website.

(b) **“Services”** means any service rendered by SNOVASYS specifically to Client, including, but not limited to: (i) hosting of the SAAS; (ii) hosting, delivery, and/or distribution of content; (iii) provision of maintenance and/or other technical support for the SAAS; (iv) implementation and/or training services for the SAAS; (v) development of SAAS functionality specially requested by Client; and/or (vi) any consulting service.

1.2 Order of Precedence. In the event of a conflict or ambiguity between or among the provisions of the various documents that comprise this Agreement, such conflict or ambiguity shall be resolved in favor of the terms and conditions of the document with the higher or highest priority as follows (listed in order of highest priority to lowest priority): (i) these Terms and Conditions; (ii) the addenda and Schedules to this Agreement; (iii) a Statement of Work; and (iv) the Order. However, the provisions of any document may amend or override provisions of a higher or all higher priority documents if (and to the extent that) such provisions specifically identify the provision(s) the parties intend to amend or override. No provision set forth or cross-referenced in any invoice or other payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

2. SAAS Services.

2.1 Access and Use.

(a) Subject to the terms and conditions of the Agreement, SNOVASYS grants Client a non-exclusive,

non-transferable (except where the Agreement itself may be assigned) limited license during the Term commencing on the SAAS Services Commencement Date (as defined below) to permit its Authorized Users to access and use the portions of the SAAS identified on the Order attached hereto, via the Internet, solely for Client's internal business purposes and solely to support Client's business automation process, and solely as permitted by the features of the SAAS which may vary from user to user.

(b) **“Authorized User(s)”** or **“User(s)”** means, in a given calendar month, a user registered on the SAAS Service with a designation of “active” at any time that month, who has acquired such access through Client. Authorized Users must be a Client employee or authorized agent, must agree to be bound by the terms of this Agreement, and not access or use the SAAS Service for redistribution or remarketing. Authorized Users shall not include SAAS competitors or any entity developing or providing a competing service. Using the functionality of the SAAS, Client may add and remove Authorized Users, but the aggregate number of Authorized Users is counted monthly for billing purposes. Client may increase and decrease the Authorized Number of Users by adding or making staff inactive within its account on the SAAS. However, SAAS reserves the right, and Client acknowledges such right, to assess additional charges if Client deliberately or habitually exceeds the maximum Authorized Number of Users permitted under this Agreement.

(c) Only Authorized Users may access the SAAS. Client shall control access and use by all Authorized Users and shall be responsible for Authorized User's compliance with this Agreement and all activity occurring under its User accounts. Client will notify SAAS promptly of any unauthorized access to, or use of, the SAAS.

(d) All rights not expressly granted to Client in this Agreement are reserved by SAAS and its licensors and providers.

2.2 Client Restrictions. Client may only use the SAAS for its own lawful, internal business purposes. Additionally, Client shall not, and shall not permit any Users to:

(a) use the SAAS in violation of applicable laws, the legal right of any third party (including intellectual property rights or privacy rights), or this Agreement;

(b) use the SAAS to transmit, store or publish any content that is obscene, libelous, threatening or unlawful;

(c) provide, license, sublicense, sell, resell, distribute, rent, lease, lend, time-share, or otherwise commercially

exploit or make available the SAAS to anyone other than an Authorized User, as expressly permitted herein;

(d) modify or create any derivative works based upon the SAAS;

(e) copy, reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the SAAS or any part thereof (except to the extent that such restriction is not permitted under applicable law); make the SAAS available to any unauthorized entities, including without limitation, SAAS competitors; or

(f) interfere with or disrupt the integrity or performance of the SAAS, SAAS's computer systems or SAAS's business operations; or

(g) remove or modify any proprietary notice or labels associated with any part of the SAAS. Should unexpected or inappropriate use of the SAAS (e.g., extraordinary bandwidth usage; uploaded files that contain malicious content, etc.) occur, SAAS may take steps necessary to remedy the issue, including without limitation, suspension or denial of access or suspension or inactivation of an Authorized User account.

2.3 Internet; Office Systems. Client shall be solely responsible for its Internet connection (the speed of which may have a significant impact on the responsiveness of the SAAS Service), including all Internet service provider connection charges. SAAS recommends access to a second internet connection backup for redundancy. Client shall also solely be responsible for all computers, other hardware, and software necessary to allow Client to establish and maintain a wireless computer network in its offices and to access the Internet, including but not limited to personal computers, printers, scanners, routers, faxes, signature pads, copiers, modems, personal digital assistants, operating systems, anti-virus software, firewalls, and network software (collectively, the "Office Systems"). SAAS shall provide documentation (including without limitation through its website and/or eLearning Platform) that specifies certain minimum requirements that Office Systems must meet in order for the SAAS to perform as described.

2.4 Hosted Data. Client will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data Client and its Users have input into the SAAS that is processed or stored by SNOVASYS and/or its service providers ("Hosted Data").

3. Additional Services

3.1 Maintenance Services. SNOVASYS will provide Client with the maintenance and support services, as described in the Service Level Agreement at Appendix 1.

Client agrees to promptly provide SNOVASYS with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with SNOVASYS, in order for SNOVASYS to comply with its obligations hereunder. In no event shall SNOVASYS be responsible or liable for any errors, bug or other problems caused by hardware or software not provided by SNOVASYS.

3.2 Initial Training and Implementation Services. If the Order includes an implementation package, following the SAAS Commencement Date, SNOVASYS or its designee will provide a New Client Setup worksheet and its Business Associate Agreement to Client. Client shall promptly complete and return to SNOVASYS or its designee (as applicable) such documents, and timely respond to any follow up inquiries from SNOVASYS or its designee. Client acknowledges that the return of such documents and response to such inquiries is required in order to establish a "go live" date, and any delay in its return or response may result in delays in the eligible go live dates. The parties shall cooperate to design and develop a mutually acceptable training and implementation plan set forth in a Statement of Work to be executed by both parties (the "Training and Implementation SOW") If the Services include training or implementation sessions to be provided by SNOVASYS, Client agrees to make its personnel available to SNOVASYS to participate in any scheduled session. Client may cancel a scheduled session upon prior written notice to SNOVASYS at least 24 hours prior to any scheduled online session and at least fourteen (14) business days prior to any onsite session; and Client acknowledges that additional fees may be incurred in connection with rescheduled sessions.

3.3 Other Professional Services. Client may request that SNOVASYS provide other professional services, including, but not limited to additional training, or consulting and development services in addition to those described in this Agreement. All such Services shall be provided under an applicable Statement of Work to be executed by both parties. All Training and Implementation Services and other Professional Services provided under any Statement of Work shall be subject to the Professional Services Terms and Conditions.

3.4 Exclusions. SNOVASYS does not provide advice, training, maintenance, support or other services with respect to Client Office Systems, for which Client is solely responsible.

4. Payment.

4.1 Subscription Fees. Within ten (10) days of the end of each calendar month during the Term (as defined below), Client will pay SNOVASYS a SAAS subscription fee (the "Subscription Fee") as described in the attached Order.

Client must pay the Subscription Fee to continue to access and use the SAAS for the entire Term of this Agreement. Upon at least thirty (30) days' prior notice to Client (which notice may take the form of SNOVASYS posting an electronic message or bulletin through the SAAS or to all Users), SNOVASYS may modify the fees, including by increasing the Subscription Fee. Subscription Fees are non-refundable.

4.2 Other Fees. SNOVASYS shall invoice, Client and Client shall pay to SNOVASYS within ten (10) days of receipt of each invoice, the fees, charges, and reimbursable expenses as specified in this Agreement and all applicable Schedules and Statements of Work.

4.3 Taxes. All pricing and fees under this Agreement are exclusive of applicable sales, use, VAT, and other taxes ("Taxes"), and are net of withholding taxes. Client agrees to pay, or reimburse SNOVASYS or its designee (as applicable) any Taxes due in connection with this Agreement, excluding taxes on SNOVASYS'S or its designee's income; provided, however, that SNOVASYS or its designee shall not invoice Client for any taxes for which Client has provided an appropriate exemption certificate for the applicable delivery jurisdiction.

4.4 Form of Payment. Payment of all fees shall be made in U.S. currency. If You have provided SNOVASYS with credit card, ACH or other payment information ("Payment Method") for purposes of payment hereunder, then: (a) Client represents and warrants that Client and its personnel providing such payment information are authorized to use such Payment Method, and (b) Client and its personnel providing such payment information authorizes SNOVASYS or its designee to charge all amounts owed to SNOVASYS under this Agreement to such Payment Method as such amounts become due.

4.5 Late Payments. SNOVASYS may discontinue performance under this Agreement if Client fails to pay any amounts when due and fails to cure such failure within ten (10) days of receiving written notice from SNOVASYS. SNOVASYS reserves the right to charge and collect, and Client agrees to pay, a service fee on any unpaid, past-due fee amounts equal to the lesser of one and one-half percent (1½%) per month or the maximum amount permitted by law. Client agrees to reimburse SNOVASYS or its designee for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for delinquent amounts.

5. Term and Termination.

5.1 Term. The initial term of this Agreement will commence on the date of the last party to sign this Agreement (the "SAAS Commencement Date"), and will continue for the period of twelve (12) months (the "Initial Term");, unless a longer initial term has been negotiated, and thereafter shall

renew automatically for successive one (1) year renewal terms (each a "Renewal Term") unless either party provides written notice to the other party of non-renewal at least sixty (60) days prior to such a renewal date, or unless earlier terminated as provided below. The Initial Term and each Renewal Term are collectively the "Term" of the Agreement.

5.2 Early Termination. This Agreement may be terminated prior to the end of the applicable term upon written notice: (a) by either party upon the filing for bankruptcy protection of the other party; (b) by either party if the other party is insolvent; or (c) by either party if the other party is in breach of any material obligation under this Agreement, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing). In addition, SNOVASYS may terminate this Agreement upon written notice to the Client if: (a) Client fails to make any one or more monthly payments owed to SNOVASYS under Section 4 within ten (10) business days after the due date; or (b) Client breaches any obligations under Section 2 of this Agreement.

5.3 Effect of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to Client hereunder (including without limitation all rights to access or use the SAAS and all third-party services), shall immediately terminate and Client shall cease to use and access the SAAS Services, or any portion thereof. Following the expiration or termination of this Agreement, upon Client's request, SNOVASYS will use reasonable efforts to transfer an electronic copy of Client's Hosted Data (in the format in which it is stored by SNOVASYS) to Client. SNOVASYS will maintain a copy of Hosted Data for no more than six (6) months following expiration or termination of the Agreement, after which time any Hosted Data not retrieved may, at SNOVASYS 's discretion, be destroyed or archived according to SNOVASYS 's data retention policies.

5.4 Survival. The rights and obligations of the parties under Sections 2.2 (client restrictions), 4 (payment), 7 (intellectual property rights), 9 (confidentiality), 10 (warranties and indemnities) and 11 (limitation of liability) will survive the expiration or termination of this Agreement.

6. Privacy and Security.

6.1 Security. SNOVASYS shall implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) which are reasonably intended to preserve the confidentiality, integrity and availability of Hosted Data and which are consistent with current commercial practices in the industry. Client will not attempt

and will not permit any of its Users to attempt, to disable, modify or circumvent any security safeguard adopted by SNOVASYS. Client acknowledges and agrees that SNOVASYS may monitor, record, and audit Client, including any User's, use of the SAAS in order to protect the security of all hosted information and the security of SNOVASYS'S information systems. Client agrees that SNOVASYS may suspend one or more of its User accounts if necessary, to protect the security of Hosted Data or SNOVASYS'S information systems. The parties expressly recognize that, although SNOVASYS shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security. EXCEPT WITH RESPECT TO SNOVASYS'S EXPRESS OBLIGATIONS IN THIS PARAGRAPH, CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY UNAUTHORIZED DESTRUCTION, LOSS, INTERCEPTION, OR ALTERATION OF THE HOSTED DATA BY UNAUTHORIZED PERSONS.

6.2 User Policy. Client agrees to comply, and shall require its Users to comply, with SNOVASYS'S user policy, as may be in effect from time to time and posted on the SNOVASYS web site. If the user policy requires Client to implement specific safeguards, such as unique user accounts with confidential passwords, Client agrees to implement such safeguards promptly.

7. Intellectual Property Rights.

7.1 SNOVASYS'S Rights in the SAAS.

As between the parties, SNOVASYS retains all right, title and interest in and to the SAAS. SNOVASYS and/or its licensors are the sole owners of the SAAS and of all copyright, trade secret, patent, trademark and other intellectual property rights in and to the SAAS and any reports or recommendations delivered or made to Client as part of the Services ("**Implementation Deliverables**"). Client acknowledges that this Agreement does not provide Client with title to or ownership of the SAAS, any portion thereof, the Implementation Deliverables, or any copies or modifications thereof, but only a right of limited remote use under the terms and conditions of this Agreement.

7.2 Client's Rights in Hosted Data. As between the parties, Client has and will retain all rights of ownership in the Hosted Data, provided that Client hereby grants to SNOVASYS a non-exclusive, perpetual, irrevocable, non-transferable (except to the extent this Agreement is assignable), royalty-free license to access, use, copy, disclose, display, distribute, transmit, publish, and process the Hosted Data:

(a) to provide the SAAS Services (including submitting Hosted Data to other business automation providers, third

party service providers, insurance companies, and other persons as directed by Client through the SAAS or otherwise in accordance with the SAAS documentation);

(b) to otherwise perform its obligations under this Agreement;

(c) to aggregate information relating to transactions for statistical analysis and business measures of the performance of the Services, Confidential Information of Client. SNOVASYS will retain all rights of ownership in any such developments or modifications of the SAAS.

8. Confidentiality.

(a) to monitor Client and User use of the SAAS for security purposes,

(b) as permitted by the Business Associate Agreement, and/or

(c) to enforce the terms of this Agreement.

(d) Additionally, SNOVASYS may establish one or more internal user accounts for the SAAS, which accounts shall enable authorized members of SNOVASYS'S workforce and its subcontractors to access application data. SNOVASYS and its subcontractors may access Hosted Data, applications and databases for testing, system maintenance, support, and as needed to investigate alleged privacy violations and security incidents. Such information shall be restricted to authorized personnel on a need to know basis. SNOVASYS shall access such information only for purposes authorized by this Agreement and the Business Associate Agreement.

8.1 Rights of Both Parties in SAAS Outputs. The parties acknowledge that certain outputs from the SAAS ("**SAAS Outputs**") may be produced and provided by SNOVASYS pursuant to this Agreement and may comprise derivative works in which both parties will have interests. SNOVASYS hereby grants Client a perpetual, non-exclusive license to use the SAAS Outputs for Client's internal business purpose to support its medical, clinical, and administrative practice or facility, but Client shall not use the SAAS Outputs to, or assist others to, reverse-engineer the SAAS or create a competitive platform and will not distribute SAAS Outputs to third parties (or otherwise use the SAAS) to operate, or in connection with operating, a service bureau in which Client provides workforce management and related services to third parties. Subject to SNOVASYS'S obligations under this Agreement, SNOVASYS shall have the right to use the SAAS Outputs to develop new applications, services or functionality for the SAAS provided such developments do not include

8.2 Confidential Information. Both parties acknowledge that, in the course of this Agreement, certain confidential or proprietary information (“**Confidential Information**”) may be disclosed solely for the purposes described herein. SNOVASYS’S Confidential Information includes, without limitation: the terms of this Agreement; the SAAS and any related applications, software, databases, source code, object code, documentation, trade secrets, other intellectual assets, systems information or business practices; and other information generally that the parties have indicated to be or should reasonably know to be sensitive, whether or not protected as property under the laws of any jurisdiction. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the structure, organization, and code of the SAAS are the valuable trade secrets and Confidential Information of SNOVASYS and its licensors, as applicable.

8.3 Exceptions. Confidential Information: shall not include information which can be demonstrated to be public information on the date this Agreement is executed or becomes public information subsequent to such date through acts not attributable to Client or any User.

8.4 Confidentiality Obligations. A party who receives such Confidential Information from the other party will not disclose the same to third parties, other than disclosure to its employees and contractors who have a duty to comply with this provision, with such disclosure being made for the sole purpose of the party performing its rights and obligations under this Agreement. Additionally, Client shall require all Users to comply with the obligations of this Section 9. A party who receives such information from the other party will not use the same for any purpose other than for the purposes stated in this Agreement, and shall exercise the same degree of care and protection with respect to the disclosing party’s Confidential Information that it exercises with respect to its own confidential information of a similar nature and, in any event, shall use reasonable care and take all reasonable precautions to prevent unauthorized disclosure of such Confidential Information to third parties.

8.5 Continuing Obligation. The obligation of non-disclosure and non-use with respect to Confidential Information shall survive the expiration or termination of this Agreement for a period of five (5) years and, with respect to any trade secret information, shall continue indefinitely as long as such information remains a trade secret of the disclosing party (or for so long as permitted by applicable law).

9. Representations and Warranties; Disclaimers.

9.1 SAAS Warranty. SNOVASYS represents and warrants that SNOVASYS and the SAAS Service does not infringe or otherwise violate any copyright, trade secret, or U.S.

trademark of any third party and, to SNOVASYS’S knowledge, when used for its intended use, does not infringe any patent of any third party. As SNOVASYS’S sole obligation, and Client’s sole remedy, for any breach of the foregoing limited SAAS warranty, SNOVASYS shall: (a) procure for Client the right to use and access the infringing or potentially infringing portion(s) of the SAAS; or (b) replace or modify the infringing or potentially infringing portions of the SAAS with a non-infringing substitute otherwise materially complying with the functionality of the replaced system; or if (a) and (b) are not reasonably available in SNOVASYS’S reasonable opinion, (c) SNOVASYS may terminate the Agreement in which case Client shall receive a refund of prepaid, unearned fees.

9.2 Service Warranty. SNOVASYS warrants that the Training and Implementation Services will be performed in a professional workmanlike manner consistent with industry standards. As SNOVASYS’S sole obligation, and Client’s sole remedy, for any breach of this limited service warranty, SNOVASYS shall re-perform the Training and Implementation Services at no additional cost to Client.

9.3 WARRANTY DISCLAIMER. SNOVASYS MAKES NO REPRESENTATION OR WARRANTY THAT SNOVASYS, THE SAAS, THE BUNDLED SERVICES, OR REFERRED THIRD- PARTY CONSULTANTS SHALL PERFORM ACCURATELY OR RELIABLY, THAT ANY INFORMATION DELIVERED TO CLIENT, USERS, OR TO THIRD PARTIES ON CLIENT’S BEHALF, BY OR THROUGH SNOVASYS OR THE SAAS WILL BE CORRECT OR COMPLETE, OR THAT USE OF THE SAAS WILL OBTAIN ANY CERTAIN RESULTS. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 10, SNOVASYS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO SNOVASYS, THE SAAS, BUNDLED SERVICES, REFERRED THIRD-PARTY CONSULTANTS, OR ANY OTHER SERVICES, PRODUCTS OR SERVICES DELIVERED UNDER THIS AGREEMENT. SNOVASYS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), NON-INFRINGEMENT, OR THAT SNOVASYS OR THE SAAS WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

10.1 Maximum Liability. Except with respect to Client’s obligations to pay any outstanding amounts owed hereunder, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES

PAID BY CLIENT TO SNOVASYS HEREUNDER DURING THE TWELVE MONTHS PREVIOUS TO THE EVENTS GIVING RISE TO SUCH CLAIM.

10.2 No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SNOVASYS AND ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM SNOVASYS'S OR SAAS'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, FROM THE FURNISHING, PERFORMANCE OR LOSS OF USE OF SUCH PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, FROM ANY INTERRUPTION OF BUSINESS OR LOSS OF DATA, WHETHER RESULTING FROM BREACH OF CONTRACT OR OTHER LEGAL LIABILITY WHATSOEVER, EVEN IF SNOVASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Miscellaneous.

11.1 Assignment. Neither party shall assign, delegate, sublicense, or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the other party, except to (a) a successor in a merger or a sale of all or substantially all of such party's capital stock, assets or business or (b) solely with respect to SNOVASYS, a majority owned subsidiary of SNOVASYS or an affiliate under the same common control as SNOVASYS. Any assignment, delegation, sublicensing, or transfer by either party in violation of this subsection shall be void and without force or effect.

11.2 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of any Act of God, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster (each, a "**Force Majeure Event**") the party who has been so affected shall promptly give notice to the other party and shall use commercially reasonable and diligent efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. However, nothing provided herein shall excuse

the delay of any payment that is validly due by Client under this Agreement.

11.3 Notices. Unless expressly stated otherwise herein, any notice required or permitted to be given by a party pursuant to the terms of this Agreement shall be in writing and shall be deemed given

(a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid), (d) when delivered via email to the notified party's email provider for delivery to such notified party, or (e) upon confirmation of receipt by facsimile transmission; in each case addressed (as applicable) to Client at the address identified on the Cover Page of this Agreement and to SNOVASYS at:

Snovasys Software Solutions.
#036, Spaces, The Charter Building, Uxbridge,
UB8 1JG

The address for notice may be subsequently modified by a party pursuant to written notice to the other party.

11.4 Governing Law. All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of the State of Florida without regard to its conflicts of law provisions. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of Florida without regard to its conflict of law's provisions. In any such action, both parties submit to the personal jurisdiction of the courts of the State of Florida and waive any objections to venue of such courts.

11.5 Dispute Resolution. In the event of any controversy or claim arising under or related to this Agreement ("**Dispute**"), the parties agree to use their best efforts to determine, for a reasonable period of time not to exceed thirty (30) days, a mutually agreeable solution to any Dispute by submitting the matter to the respective account or project managers to review, and if no resolution is reached, escalating the matter to higher levels of management not participating in the project who can and will provide objective input into a resolution, prior to resorting to litigation.

11.6 No Waiver. Neither party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing

waiver of such breach or of other breaches of the same or other provisions of this Agreement.

11.7 Cumulative Remedies. Except as expressly stated otherwise herein, each party's rights and remedies provided for in this Agreement shall be cumulative, exercisable concurrently or separately, and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

11.8 Amendments. No amendment to this Agreement is effective unless it is in writing and signed by both parties to this Agreement.

11.9 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

11.10 Entire Agreement. This Agreement constitutes the complete and exclusive agreement respecting the subject matter hereto and supersedes and renders null and void any and all agreements and proposals (oral or written), understandings, representations, conditions, and other communications between the parties relating hereto agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter thereof, whether oral or written. The descriptive headings of the sections of this Agreement are inserted for convenience only, confer no rights or obligations on either party, and do not constitute a part of this Agreement.

11.11 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile signature, each of which shall be an original, and each of such counterparts together constitute but one and the same agreement.

Service Level Agreement

This Service Level Agreement does not become operative until after the go live and Final Acceptance Date of the SAAS as set forth in the applicable Statement of Work.

SOFTWARE AVAILABILITY

SNOVASYS uses reasonable efforts to make the SAAS Services accessible 24 hours, seven days a week; however, there will be instances when the SAAS Service will be interrupted for maintenance, upgrades or emergency repairs and/or due to other reasons beyond the control of

SNOVASYS, such as failures or delays of the Internet, third party services, and equipment. From time to time, SNOVASYS and its service providers may perform scheduled or unscheduled maintenance as may be necessary to maintain the proper operation of the SAAS, and access to SNOVASYS and the Hosted Data may be impaired or interrupted while such maintenance is being performed. SNOVASYS will upgrade or fix the product without notification to the end users at times that is convenient for SNOVASYS considering to minimize the downtime as much as practical.

SUPPORT

SNOVASYS support is available only for the paid customers and according to their respective support terms. Unless something is agreed in writing, SNOVASYS is not liable to provide support. However, there would be a support email address which will be monitored and responded. The response times would depend on how busy the support teams are at the time.

Professional Services Terms and Conditions

1. Scope of Services. The technology, consulting and other professional services to be provided by SNOVASYS (the "Services") will be described on the relevant Statement of Work executed by the parties. SNOVASYS shall devote reasonable effort to perform the Services, and SNOVASYS shall perform the Services when and where as SNOVASYS shall determine in its sole discretion. SNOVASYS does not guarantee any level of results from the Services.

2. Modifications. Client may request changes that affect the scope or duration of the Services. If Client requests any such changes, then SNOVASYS shall promptly notify Client if it believes that an adjustment in the fees to be paid to SNOVASYS or the completion date of any Services is required. If the parties have mutually determined that any such adjustment is necessary, the parties shall negotiate in good faith to agree upon a reasonable and equitable adjustment to the fees to be paid to SNOVASYS and shall amend the SOW accordingly. All the customizations for the product that are requested by the end clients or from within SNOVASYS, would become part of the Intellectual Property of the product and could be further sold in the future versions of the product or other customers might get these as part of the regular upgrades. All the product features or customizations Intellectual Property would be sole property of SNOVASYS and customer would not get a claim on the Intellectual Property directly or indirectly.

3. Non-Solicitation. During the term of SNOVASYS'S engagement by the Client to perform the Services and for a period of one (1) year from and after the termination of the applicable Statement of Work with SNOVASYS, neither

party, nor any of their directors, officers, shareholders, members, partners, employees or agents shall, at any time during such period solicit, recruit, hire, contract for services or otherwise employ, directly or indirectly, any of the employees, contractors or representatives of the other party.

4. Facilities. Client shall permit SNOVASYS to have reasonable access to Client's facilities and systems as reasonably necessary to provide the Services, including, without limitation, access to all technical data, computer facilities, programs, files, documentation and test data. SNOVASYS shall obey all reasonable and generally applicable rules and procedures at Client's facilities, provided that Client has provided SNOVASYS with copies of such rules and procedures in advance. Client's facilities shall be reasonably safe and sanitary; shall have normal and customary utilities and office support services suitable for the performance of the Services; and shall have normal and adequate offices and office furniture.

5. Client Personnel. To the extent that Client's personnel are to work with SNOVASYS or its personnel in connection with the Services, Client must assign Client personnel having skills commensurate with their role with respect to such engagement. To the extent that Client's failure to assign such personnel materially interferes with SNOVASYS'S ability to perform the Services, then SNOVASYS shall be excused from performance of the applicable Services and the parties shall negotiate in good faith a reasonable and equitable adjustment to the Fees (as defined below) and the scope of the Services.

6. Information. Client acknowledges and agrees that SNOVASYS may, during the provision of the Services, be dependent upon or use technical data, material and other information furnished by the Client. Client warrants the accuracy and completeness of such information, and SNOVASYS shall be entitled to rely upon the accuracy and completeness of such information during the provision of the Services with no obligation to make an independent investigation or inquiry. Client shall promptly inform SNOVASYS of any changes in data, material and other information previously furnished by it.

7. Fees. Client shall pay SNOVASYS fees for the Services (the "Fees") in accordance with Schedule A and/or an applicable Statement of Work.

8. Ownership of Deliverables. The parties agree, except for specific projects and deliverables agreed upon in writing by the parties, that all documents, designs, inventions, data and other tangible materials authored or prepared by SNOVASYS for Client that result from the performance of the Services (the "Deliverables"). Client agrees to render, at Client's sole cost and expense, all reasonably required assistance to SNOVASYS to protect SNOVASYS'S ownership rights in the Deliverables, including, without

limitation, assignments, bills of sale or other documents necessary to assign or transfer the intellectual property in the Deliverables. As part of SNOVASYS'S provision of the Services hereunder, SNOVASYS may utilize its proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including without limitation methodologies, templates, flowcharts, architecture designs, software, tools, specifications, drawings, sketches, models, samples, documents and records, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by SNOVASYS or by third parties under contract to SNOVASYS (all of the foregoing, collectively, "Background Technology"). The Background Technology and SNOVASYS'S administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of SNOVASYS.

9. License of Background Technology and Deliverables. To the extent that Client utilizes any of the Background Technology as part of SNOVASYS'S provision of the Services hereunder, SNOVASYS hereby grants to Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable and revocable license to use such Background Technology in connection with the Services, which license shall expire upon termination of the Services. Upon to delivery of any Deliverable to Client, SNOVASYS also hereby grants to Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable and revocable license to use such Deliverable in connection with the Services, which license shall expire upon termination of the Services.

10. General Skills or Knowledge. Notwithstanding anything to the contrary in this Addendum, neither SNOVASYS nor its personnel (including, but not limited to, principals or employees) shall in any event be prohibited, enjoined or otherwise impeded at any time or in any fashion by the Client from employing, enhancing or otherwise utilizing any General Skills or Knowledge. For purposes of the foregoing, "General Skills or Knowledge" means all general skills, knowledge, techniques or methods used by SNOVASYS or its personnel in their work, and includes any know-how, experience, expertise, skill or knowledge that is previously known or used by such personnel or that may be learned or acquired by such personnel during the course of performing the Services, as well as any information, methods or approaches that are publicly or generally used or known by others in the trade or that have been acquired by such personnel as a result of similar work performed by SNOVASYS in another engagement for another client.

11. Warranties and Warranty Disclaimer. The warranties, warranty disclaimers and warranty exclusions described in

Section 7 of the Terms and Conditions shall also apply to SNOVASYS'S performance of the Services and to the Deliverables and the use of any Background Technology by SNOVASYS.