

Hosted Software & Service Agreement

1. Cority Software, Inc. will provide to the Client Cority Software, Inc.'s occupational health and safety software hosted by Cority Software, Inc. at its data centre and as specified in this Agreement. If requested by Client and specified on page 1 of this Agreement, the Reed Group MDG or ODG disability guidelines (the "Software"). The Client will contact Cority Software, Inc. if it requires additional modules or named user licenses. The Software will be Cority Software, Inc.'s standard application and will include updates and upgrades. For the purpose of this Agreement, updates mean changes or patches to be integrated with the Software to correct errors that do not alter the functionality or the content of the Software. Upgrades mean new versions, modifications or additions to the Software that alter the functionality or contents of the Software. Services for an upgrade project, such as training on the new version, will be provided as requested by the Client and as documented and at the rates specified in a Government Purchase Order. Any customizations requested by the Client will result in additional annual server and hosting fees as stated in the Government Purchase Order. If the Client wishes to apply the customizations to a future version of the Software, a separate Government Purchase Order shall be negotiated at that time.
2. Cority Software, Inc. will provide installation, Implementation and training services, as may be requested by the Client at Cority Software, Inc.'s daily or hourly rates, as specified in the Government Purchase Order.
3. Cority Software, Inc. will provide telephone support during the hours of 7 am to 7 pm EST Monday to Friday excluding federal holidays to the Client's end-users and technical support staff, including its duly authorized employees, agents, consultants and/or independent contractors ("employees," hereinafter). Prior to using Cority Software, Inc.'s telephone support services, the Client's end-users and employees are expected to have a reasonable familiarity with the Software either through formal training provided by Cority Software, Inc. or the equivalent in informal training provided by the Client's staff.

End-user telephone support is for the purpose of responding to possible errors in the Software or set-up of the Software and other issues of a technical nature. Telephone support does not include Implementation services, programming, report generation or resolution of the Client's computer system problems that are unrelated to the operation of the Software. Cority Software, Inc. will fully support the two most current versions of its Software and will support prior versions in accordance with its standard policies and procedures. Client may store up to 10 GB of data in its Cority Software, Inc.-hosted database. Client will pay for any data stored in excess of the 10 GB limit, as stated in the Government Purchase Order. The Annual Fee, as set out on the first page of this Agreement, will be invoiced quarterly in arrears. Cority Software, Inc. shall state separately on its invoices, taxes excluded from the fees, and the Government agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Cority Software, Inc. or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4. Fees for the implementation and training services will be invoiced monthly.
5. Cority Software, Inc.'s Software and its source code, object code, design, architecture, data base schema, and related documentation and information ("Cority Software, Inc. Confidential Information") are valuable intellectual property and the Client agrees (i) to protect and keep confidential the Cority Software, Inc. Confidential Information to the same degree that it protects its own confidential and proprietary information; (ii) not to transfer or provide the Cority Software, Inc. Confidential Information to third parties, on a service bureau basis or otherwise, or to disclose or make available the Cority Software, Inc. Confidential Information to third parties except agents, consultants, independent contractors or advisers who have a "need to know" and who are bound by similar non-disclosure obligations in favor of the Client; and (iii) not to duplicate, copy, reproduce, modify, transfer or distribute all or any part

of the Software except as consistent with the use of the Software as set out in this Agreement. Nothing contained herein shall prevent the Government from providing copies to its duly authorized employees. Cority Software, Inc. agrees that it

will protect and keep confidential, to the same degree that it protects its own confidential information, all information of a confidential nature received from the Client including, without limitation, protected health information, employee demographic information, and other information pertaining to Client's employees, processes, financials, and customers ("Client Confidential Information"). The obligations with respect to Cority Software, Inc. Confidential Information and Client Confidential Information shall continue indefinitely notwithstanding any termination of this Agreement. Neither party will acquire any right, title, or interest in the intellectual property rights owned by the other party by virtue of its performance under this Agreement. If any patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines or processes developed as a result of, or in the course of, the work performed under this Agreement or under separately signed Government Purchase Orders for customizations by Cority Software, Inc. for the Client that cannot be separated from the Software ("Dependent Customizations"), Cority Software, Inc. shall own all right, title and interest in such Dependent Customizations. Cority Software, Inc. grants to Client a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, nontransferable, world-wide license to use, make, have made, or copy such Dependent Customizations for the purposes contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, Client shall own all right, title and interest, including copyrights and patent rights, in Changes that are unrelated to or reasonably severable in their functionality from the Software ("Stand-alone Customizations") and that are specified as Stand-alone Customizations in the customization documentation. The parties agree that such Stand-alone Customizations are "works made for hire," and Cority Software, Inc. hereby assigns all such rights, title and interest in such Stand-alone Customizations to Client and agrees to execute, upon Client's request, all papers necessary for vesting ownership in Client and obtaining formal legal protection for same in Client's name.

6. This Agreement will be effective on the date signed by both parties. When the end user is an

instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as

applicable. During any dispute under the disputes clause, Cority Software, Inc. shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Cority Software, Inc. will issue a renewal notice a couple of months before the anniversary date to remind the Client to issue the Government Purchase Order for the subsequent year. In the event of the termination of this Agreement for any reason, Cority Software, Inc. will provide the Client with all of the Client's data in a text file format and will fully cooperate with the Client in connection with such transfer of data.

7. Cority Software, Inc. agrees to defend and hold harmless the Client from and against any third party claim, suit, demand, action or proceeding arising from or relating to any breach by Cority Software, Inc. of its intellectual property rights to the Software. In the event that any suit, action, or other proceeding is asserted or brought against the Client alleging a violation of any intellectual property rights of a third party based upon the use of the Software, the Client will promptly notify Cority Software, Inc. and provide it with a copy of all relevant documentation. In the event the Software is held by a court, of competent jurisdiction to constitute an infringement or its use is enjoined, Cority Software, Inc. will, at its option, either: (i) work with the Government to procure its right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; or (iii) replace the Software with software which is substantially similar in functionality and performance. Nothing contained herein shall operate in derogation of the U.S. Department of Justice's jurisdictional statute 28 U.S.C. § 516.
8. Cority Software, Inc. shall use all reasonable efforts to ensure that the software performs the functions as described in available product literature and specifications. Cority Software, Inc. does not make any warranties, express or implied, including the implied warranties of merchantability or fitness for any particular purpose other than for the stated purpose in the product material, to the Client. Neither party will be liable for any consequential,

special, indirect or exemplary damages or for

loss, damage, or expense directly or indirectly arising out of or in connection with the implementation or use of the Software either separately or in combination with any software, data communications or other equipment. Each party's liability for a breach of this Agreement shall in no event exceed two times the amount of fees paid under this Agreement except for any breaches of the intellectual property rights indemnification in Section 7 or the confidentiality obligations in Section 5 which are not subject to this limitation on liability. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by Cority Software, Inc.'s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. Cority Software, Inc. shall use managerial, operational, physical and technical safeguards and take such other actions as reasonably necessary, consistent with the practices and professional standards applied by first tier information technology service providers handling similarly sensitive information, to preserve and protect against any anticipated or actual threats or hazards to the integrity and security of, and prevent any unauthorized access to or destruction, use, modification and disclosure of, any data (including but not limited to name, address, telephone number, e-mail address, account number, Social Security number, regarding a Government employee and any other information that can be used to uniquely identify any Government employees ("Personally Identifiable Information") while in its possession and control hereunder. Such safeguards and actions shall include, without limitation: (a) development, implementation and maintenance of a comprehensive, written information security program; (b) proactive monitoring of known vulnerability points; (c) encryption of Personally Identifiable Information with industry standard encryption levels at all times while in transit or stored, including storage on portable equipment; (d) prohibition of personnel, including subcontractors and other third party service providers, from bringing transporting or transmitting Personally Identifiable Information to their homes, e-mail accounts or portable equipment; (e) adopting reasonable procedures in consultation with, or otherwise at

the request of, the Client for the safe, secure and accurate collection, processing, storage and transmission of Personally Identifiable Information, including but not limited to maintaining security settings and passwords as Confidential Information of Client, changing security settings and passwords with reasonable frequency and promptly installing updates, patches and security enhancements made available by vendors of any of the third party products used in connection with collection, processing, storage and transmission of Personally Identifiable Information; and (f) engagement of qualified, independent and reliable third parties to regularly audit and validate the data security measures maintained by Cority Software, Inc., in each case at Cority Software, Inc.'s own expense. Client reserves the right to review Cority Software, Inc.'s policies, procedures and practices used to maintain the privacy, security and confidentiality of Personally Identifiable Information. If Client discloses to Cority Software, Inc. or Cority Software, Inc. otherwise gains access to any Personally Identifiable Information in connection with this Agreement, Cority Software, Inc. may not use or disclose such Personally Identifiable Information for any purpose whatsoever, without Client's prior written consent, other than solely as necessary to provide the Services to Client and Authorized Users pursuant to this Agreement. In carrying out its activities under this Agreement, Cority Software, Inc. will observe and comply with all applicable data privacy and data protection laws and regulations, including Government privacy laws applicable to Cority Software, Inc.'s activities in connection with this Agreement. In addition, when accessing or handling any Personally Identifiable Information or other Client data, Cority Software, Inc. will comply with all written policies of Client that have been disclosed to Cority Software, Inc. in writing relating to the use and disclosure of such Personally Identifiable Information and other Client data. Cority Software, Inc. immediately shall notify Client if it becomes aware, or has reason to believe, that any breach of this Section has occurred, that any unauthorized access to or

use of, or any security breach relating to or otherwise affecting, any Personally Identifiable Information has occurred, or that any person who has had access to Personally Identifiable Information has violated or intends to violate the terms of this Agreement. Cority Software, Inc. shall, at its own expense, cooperate with Client in investigating and responding to the foregoing. Cority Software, Inc. shall be responsible for contractually requiring and causing any subcontractor or other third party service provider engaged by Cority Software, Inc. in connection with the Services to implement and comply with data security protections substantially similar to and no less protective than those provided in this Agreement.

10. None of the rights, duties and obligations of either party hereunder may be assigned, except in accordance with the provisions of the Anti-Assignment Act, 41 U.S.C. § 6305, and the procedures set forth in FAR 42.1204.
11. Any notices or other Communications required or permitted to be delivered hereunder shall be in writing and shall be delivered personally, by mail, by courier, or transmitted by facsimile to the parties at their respective addresses appearing on the execution page of this Agreement. Any notice, approval or communication so given shall be deemed received on the business day next following the date of delivery if in person or by facsimile, three days after delivery by courier and five days after delivery if by mail.
12. If circumstances beyond the control of the parties shall temporarily make it impossible for either or both of them to perform their Agreements hereunder, then the principles of force majeure shall apply and the right and obligations of the parties shall be temporarily suspended during the force

majeure period to the extent that such performance is reasonably affected.

13. Unless otherwise specifically provided herein, all amounts expressed or described hereunder are in U.S. currency.

14. This Agreement shall be governed and construed according to the laws of the United States and subject to the exclusive jurisdiction of the federal courts.