

## RJ Hedges Service Agreement

This RJ Hedges Service Agreement ("**Agreement**") is effective as of the Effective Date specified on the Order Form ("**Effective Date**") and is by and between RJ Hedges & Associates, a Pennsylvania entity ("**RJH**") having its principal place of business located at 978 Pumphouse Road, PO Box H, New Florence, PA 15944 and the entity that executed the Order Form ("**Customer**") (each, a "**Party**" and collectively, the "**Parties**"), whereby Customer agrees to purchase certain services from RJH, as more specifically described below, on the following terms and conditions:

**1. Service and Customer Obligations.** Subject to Customer complying with the terms and conditions of this Agreement and payment of the Service Fees specified in the Order Form, RJH shall during the Service Term (i) host, operate and maintain services within the Compliance Portal more selected and described on the Order Form(s) and (ii) provide Customer with access to the functionality of the Compliance Portal in accordance with this Agreement during the Service Term and solely for the Intended Purpose ("**Service**"). As a condition of providing the Services, Customer agrees to preform the Customer Obligations specified in the Order Form.

**2. Ordering Services.** Customer elects to purchase Services from RJH by signing the RJ Hedges Service Order Form (which incorporates the Programs Description and Service Fees Schedule) (each, an "**Order Form**"). The Order Form specifies the Services to be provided, the applicable Services Fees, the Service Term and the Customer Obligations (if any) for each Service. Each Order Form incorporates by reference the terms of this Agreement, shall be binding when executed by RJH and will become effective on the Effective Date.

**3. Compliance Portal Deployment.** RJH will deploy the Services within the Compliance Portal for Customer and will allow Customer access to the Services within the Compliance Portal.

**4. Term.** Unless terminated earlier in accordance with this Agreement, RJH shall continue to provide the Services during the Initial Term and each Renewal Term for each Service as specified on the applicable Order Form (the "**Service Term**").

**5. Fees; Payment.** Fees for the Service shall be set forth in the applicable Order Form ("**Service Fees**"). Service Fees for Renewal Terms may be modified by RJH upon notice to Customer prior to the start of the Renewal Term. If Customer has elected to pay by credit card, RJH will obtain the credit card information from Customer and will charge the Service Fees to the credit card at the beginning of each month (or each year, as applicable) during the Service Term. If Customer has elected to pay by invoices, invoices will be sent out at the beginning of each month (or each year, as applicable) during the Service Term. All fees shall be due within thirty (30) days after the applicable invoice date. All payments shall be made in U.S. dollars in accordance with instructions provided by RJH. Any amount not paid when due shall accrue interest at the rate of one and one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is greater. RJH may charge a service charge for any check that is rejected by Customer's bank.

## **6. Service Provisions**

**6.1. "Customer Data"** means the data and information (i) loaded into the Compliance Portal by Customer in the course of Customer's use of the Service, or (ii) loaded by RJH into the Compliance Portal at Customer's direction. "**Documentation**" means any published or electronic user guides or operating manuals that RJH may make generally available to its customers for use with the Compliance Portal and as updated by RJH from time to time. "**Intended Purpose**" means use of the Compliance Portal to access Services subscribed to by Customer solely for Customer's internal compliance purposes. "**Authorized Users**" shall be individuals with unique Credentials who can utilize the Compliance Portal for its Intended Purpose. "**Compliance Portal**" means RJH's proprietary programs and information including updates thereto that RJH chooses to make available from time to time to customers.

**6.2. Access.** Subject to payment of the applicable Service Fees, RJH agrees to provide Customer and Customer's Authorized Users with access to the Service to manage and view Customer Data for Customer's internal use in accordance with the Documentation and the Intended Purpose.

**6.3. Credentials.** Customer shall implement reasonable controls to ensure that the Service is accessed and used only by Authorized Users with appropriate Credentials. Customer shall be responsible for (a) issuing or providing information to RJH to issue Credentials and (b) managing Credentials pursuant to applicable minimum access policies or requirements maintaining the confidentiality of Credentials used to access the Service. "**Credentials**" means a login name and password provided to an Authorized User.

**6.4. Exclusions.** Customer agrees that any use other than the Intended Purpose would require additional consideration and the prior written approval of RJH.

**6.5. Restrictions; Prohibited Actions.** Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, transfer, or otherwise provide the Service, Compliance Portal or Documentation to third parties, make the Service,

Compliance Portal or Documentation available for use by third parties or use the Service, Compliance Portal or Documentation for the benefit of any third party including through any outsourcing, timesharing, service bureau, facilities management, practice management, billing or data processing service basis; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the Service, Compliance Portal or Documentation; (c) disassemble, decompile, reverse engineer, or make any other attempt by any means to discover or obtain the source code for, the Compliance Portal, except as may be expressly permitted under applicable law; (d) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the Service, Compliance Portal or Documentation; (e) take any action that may adversely impact or impair RJH's or its Suppliers' rights, title and interest in the Service, Compliance Portal or Documentation; or (f) encourage or permit any other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all Authorized Users comply with the terms of this Agreement, and Customer shall be liable for any breach by any Authorized User or any third party of the restrictions or other terms of this Agreement through the use of Authorized Users' Credentials. Customer shall not cause or permit the installation or use of any programs or device that attempts to interface directly to the Compliance Portal or Customer Data or that attempts to read the Compliance Portal's proprietary data files without RJH's express prior written authorization. **"Suppliers"** means all third party licensors and other suppliers to RJH that provide any portion of the Compliance Portal or Documentation or support RJH' provision of the Service.

**6.6. Ownership Rights Reserved.** Customer acknowledges and agrees that, as between Customer and RJH, all intellectual property rights, including without limitation all worldwide right, title and interest in and to the Service, Compliance Portal, Documentation and related materials (including all modifications, alterations and enhancements thereto and derivative works thereof) and all copies thereof, including all trademarks, service marks, patents, copyrights, trade secrets, designs, algorithms and all other intellectual property, industrial property and proprietary rights in or related to the Service, Compliance Portal and Documentation, are and shall remain the exclusive property of RJH and its Suppliers. Except for the rights expressly granted in Section 6.2, Customer shall have no rights to or other interests in the Service, Compliance Portal or Documentation. RJH reserves all rights not explicitly granted to Customer under this Agreement.

## **7. Customer Data**

**7.1. Grant of License.** Solely for the purposes of providing and supporting the Services and in compliance with applicable laws, Customer hereby grants to RJH a worldwide, perpetual, irrevocable, fully paid-up, royalty-free and non-exclusive license to use and combine the Customer Data with other data and to use, transmit, distribute, reproduce, modify, edit, adapt, translate, reformat, and create derivative works of, Customer Data in any manner, in whole or in part.

**7.2. Security.** RJH shall put in place reasonable security measures to protect against unauthorized access, alteration, disclosure, and destruction of the Customer Data. This shall be RJH' only obligation with respect to the security of Customer Data and RJH does not guarantee that Customer Data shall not be disclosed or destroyed. Notwithstanding any obligation of RJH hereunder, the security of communication sent over the Internet is subject to many factors outside of RJH' control and, as a result, RJH shall not guarantee the security or privacy of such communication.

**7.3. Return to Customer.** During the Service Term Customer shall have the responsibility for maintaining a local copy of all Customer Data, if so desired. For thirty (30) days after the end of the Service Term, Customer may request that RJH provide to Customer a copy of the Customer Data in an industry standard format. Customer shall pay RJH at its then current rates for any such transition services provided. The format in which the Customer Data is provided will not reflect the database structure of the Compliance Portal.

**7.4. Conflict with HIPAA.** In the event of conflict between the terms in this Section 7 and the terms in Section 8.2 (HIPAA), including any attachments, the terms of Section 8.2 shall control.

## **8. Limited Warranty**

**8.1. Performance.** During the Service Term, RJH warrants that the Service and Compliance Portal will perform in substantial conformance with the Documentation when operated under normal use and within the terms and conditions stated herein. RJH will use commercially reasonable efforts to correct any errors in the Compliance Portal that are deemed material in RJH's sole discretion of which RJH has been notified by Customer in a timely manner. This warranty shall not apply if: (a) the Service or Compliance Portal is not used in accordance with this Agreement or the Documentation or is used in a manner for which it is not designed, contemplated or specifically recommended by RJH; (b) the Service or Compliance Portal is adapted, modified, altered or tampered with by anyone other than RJH or its authorized agents; (c) the Service or Compliance Portal is used in conjunction with any programs, hardware or other products not specified in writing by RJH for use with the Compliance Portal; or (d) the error is caused by Customer, the Internet, or any third party hardware, programs or other products. **Customer acknowledges and agrees that this Section 8.1 sets forth RJH's exclusive liability, and Customer's exclusive remedy, for any breach of the warranty set forth herein.**

**8.2. HIPAA.** RJH and Customer agree to comply with the applicable requirements of the Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) and regulations at 45 C.F.R. Parts 160, 162 and 164; and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and its attendant regulations and guidance (the “HITECH Act”).

**8.3. Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8, RJH, ITS AFFILIATES AND SUPPLIERS (COLLECTIVELY, “**RJH PARTIES**”) MAKE NO WARRANTIES WHATSOEVER AND PROVIDE THE COMPLIANCE PORTAL AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE RJH PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT AND SYSTEM INTEGRATION. RJH DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES TO BE UNINTERRUPTED OR ERROR FREE AND IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES.

## **9. Confidentiality.**

**9.1. Confidentiality Obligations.** Neither Party shall use or disclose, or permit others to use or disclose, any of the other Party’s Proprietary Information without the disclosing Party’s prior written consent or except as expressly authorized hereunder or as required to provide the Service under this Agreement. Neither Party shall use or reproduce the Proprietary Information except as necessary to perform its obligations hereunder. Each Party shall safeguard the confidentiality of the Proprietary Information including, at a minimum, taking those precautions used by the receiving Party to protect its own Proprietary Information of a similar nature, which in no event shall be less than a reasonable degree of care. The receiving Party shall restrict the possession, knowledge and use of Proprietary Information to its employees, agents and subcontractors who have a need to know for purposes of this Agreement and are bound by confidentiality obligations no less stringent than those contained herein. The receiving Party may disclose Proprietary Information as required by law, regulation or judicial process, in which case, the receiving Party will use reasonable efforts under the circumstances to disclose only such information as is required and to seek confidential treatment for any Proprietary Information so disclosed. The receiving Party promptly shall notify the disclosing Party of any facts known to such Party regarding any unauthorized disclosure or use of the Proprietary Information. All Proprietary Information shall remain the exclusive property of the disclosing Party. The terms of this Section 9.1 shall survive termination or expiration of this Agreement so long as such information continues to be subject to reasonable secrecy efforts by the disclosing Party. “**Proprietary Information**” is, collectively and without regard to form, any third party information that either party has agreed to treat as confidential, and Confidential Information. Without limiting the generality of the foregoing, Customer acknowledges that the Service, Compliance Portal and Documentation, including the ideas, methods of operation, architecture, processes and know-how embodied in such items, constitute Proprietary Information of RJH or its licensors. “**Confidential Information**” means non-public information of value to its owner and that is the subject of its owner’s reasonable efforts to maintain confidentiality thereof. Confidential Information shall not include any information that the receiving Party can demonstrate: (a) was in the receiving Party’s possession at the time of disclosure by the disclosing Party without confidentiality obligation; (b) becomes known to the receiving Party through disclosure by sources other than the disclosing Party who have the legal right to disclose such Proprietary Information without confidentiality obligation; or (c) is independently developed by or for the receiving Party without reference to or reliance upon the disclosing Party’s Proprietary Information. The placement of a copyright notice on the Compliance Portal or Documentation shall not constitute publication or otherwise impair the confidential nature thereof.

**9.2. Non-disclosure of Agreement Terms.** Customer shall not disclose the terms of this Agreement or any Order Form without the prior written consent of RJH.

**9.3. Return/Destruction of Proprietary Information.** Upon termination of this Agreement for any reason or upon the other Party’s written request, each Party promptly shall: (a) return or securely destroy, at the other Party’s direction, all tangible material embodying the Proprietary Information in such Party’s possession or under such Party’s control; and (b) if requested by the other Party, deliver an affidavit, signed by an executive officer of such Party, certifying that such Party has complied with the obligations set forth in subsection (a) above.

## **10. Fees and Payment.**

**10.1. Disputed Amounts.** In the event Customer reasonably disputes any amount that appears on an invoice issued by RJH pursuant to this Agreement, Customer must notify RJH in writing, detailing the basis for the dispute within seven (7) calendar days of Customer’s receipt of the invoice. Customer shall not be required to pay that portion of the amount which Customer reasonably disputes until the dispute is resolved by the parties or RJH determines the amount owed by Customer after a reasonable investigation. Notwithstanding the foregoing, Customer shall pay all charges and any interest

calculated pursuant to Section 5 of the Agreement on any and all amounts eventually determined as payable to RJH and the placement of the amount in dispute shall not modify the due date for such calculation.

**10.2. Actions for Non-Payment.** Should Customer fail to satisfy any payment which it has not disputed in accordance with Section 10.1 within fifteen (15) days of the due date, then, in addition and cumulative to any and all other remedies available to it and upon written notice to Customer, RJH may disable access to the Service for Customer and the Authorized Users, revoke the rights granted herein, stop providing any support to Customer or the Authorized Users, cease working on any professional services being performed for Customer pursuant to any other agreement. Should RJH disable access to the Service under this Section then Customer may reinstate such Service by paying all amounts owed to RJH, including interest thereon, plus a reinstatement fee to be specified at the time of reinstatement. For the sake of clarity, any action taken by RJH pursuant to this Section 10.2 shall not relieve Customer of any obligations under this Agreement or any other agreement.

**10.3. Taxes.** All prices and fees set forth herein are net amounts to be received by RJH. Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions, except for taxes based upon RJH' net income. If Customer represents that it is a tax-exempt entity it shall provide to RJH a copy of its tax exemption certificate or similar documentation substantiating its tax exemption.

## **11. Indemnification.**

**11.1. Indemnification by RJH.** RJH, at its own expense, shall defend or settle, at RJH's option, any third party claim, suit or proceeding ("**Third Party Claim**") brought against Customer claiming that the Service, Compliance Portal or Documentation, in the form in which they are furnished by RJH infringe upon a United States patent or copyright of such third party, and RJH shall pay any final judgment entered against Customer by a court of competent jurisdiction or settlement agreed to by RJH with respect to any such Third Party Claim, but only if: (a) Customer promptly notifies RJH in writing after first being notified of such Third Party Claim, but in no event later than ten (10) days after first being notified; (b) RJH has control over the defense and settlement of such Third Party Claim, provided that RJH shall not enter into any settlement or other arrangement that admits liability of the Customer without Customer's prior written consent; (c) at RJH' request and expense, Customer reasonably cooperates with RJH in defending such Third Party Claim; and (d) Customer takes no action that is contrary to RJH' interests with respect to such Third Party Claim, unless required by law, regulation, judicial process or a pre-existing obligation to a third party. In addition to its obligation set forth under this Section, upon assertion of any such Third Party Claim, RJH shall have the right, at its option and expense, to: (i) obtain the right for Customer to continue using the affected Service or Documentation; (ii) replace or modify the affected portions of the Service or Documentation so that they are no longer infringing; or, if neither of the foregoing options is reasonably acceptable to RJH, then (iii) terminate the rights granted Customer hereunder and refund to Customer any prepaid and unused Service Fees.

**11.2. Limitations.** This Section 11 states RJH's entire liability and Customer's exclusive remedies for infringement. RJH shall have no liability or obligation to Customer under this Section 11 to the extent that the Third Party Claim results from: (a) the Service or Compliance Portal being used other than in accordance with this Agreement, the Intended Purpose or the Documentation or being used in a manner for which it is not designed, contemplated or specifically recommended by RJH; (b) adaptations, modifications or alterations to the Service or Compliance Portal made by Customer or a party other than RJH or its authorized agents; (c) Customer's use of the Service in combination with any programs, hardware or materials not provided or specifically approved by RJH if such claim would have been avoided without such use; (d) Customer's use of the Service in conjunction with inaccurate or improper Customer Data; (e) the use or possession of Customer Data in violation of a third party's intellectual property rights, or (f) any use of the affected Service, Compliance Portal or Documentation after Customer receives notice of any such Third Party Claim (collectively, the "**Exclusions**").

**11.3. Indemnification by Customer.** Customer shall indemnify, defend (at Customer's own expense) and hold harmless the RJH Parties from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with (i) any of the Exclusions, and (ii) Customer's unauthorized use or disclosure of the Service, Compliance Portal or Documentation, (iii) Customer or Authorized Users' negligence, gross negligence, willful misconduct or fraud, (iv) Customer Data or (v) Customer's breach of this Agreement.

## **12. Limitation of Liability.**

**12.1. General.** IN NO EVENT SHALL THE RJH PARTIES (i) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF THE RJH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) HAVE AN AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO RJH UNDER THE APPLICABLE ORDER FORM FOR THE SERVICE DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EARLIEST DATE ON WHICH THE EVENTS GIVING RISE TO THE LIABILITY

OCCURRED. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT.

**12.2. No Responsibility for Customer Data.** Customer and its Authorized Users are responsible for verifying the accuracy and completeness of any Customer Data, including without limitation all information contained in, entered into, or used in connection with the Compliance Portal and all questionnaires provided by Customer to RJH. RJH will not be liable or responsible in any way for any errors or omissions committed by Customer, Authorized Users, or anyone else, based upon the Customer Data or other data contained in the Service.

**12.3. Cumulative Remedies.** Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**12.4. Acknowledgement.** Each Party acknowledges that the limitation of liabilities and disclaimers contained herein constitute an agreed upon allocation of risk between the Parties, have been factored into RJH's pricing and are an essential element of the bargain between the Parties.

### **13. Termination.**

**13.1. Termination with Cause.** Either Party shall be entitled to terminate this Agreement in the event of any material breach by the other Party (including any failure by Customer to make payments when due) if such breach is not cured within thirty (30) days after receipt of written notice thereof or reasonable actions to cure such breach have not been initiated.

**13.2. Cessation of Business.** This Agreement, including all rights, access grants and Order Forms hereunder shall terminate automatically if either Party ceases conducting business in the normal course, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization which are not dismissed within ninety (90) days.

**13.3. Suspension of Service.** RJH reserves the right to suspend its performance obligations hereunder in its sole discretion if Customer is in breach of its obligations hereunder or RJH reasonably believes that by providing the Services to Customer may subject it to liability. Under such circumstances, RJH shall promptly notify Customer of its decision and the reasons therefor. If Customer addresses RJH's concerns to RJH's satisfaction, RJH may resume performance.

**13.4. Effect of Expiration or Termination.** Upon termination of this Agreement for any reason or expiration or non-renewal of any Service Term, all rights granted to Customer hereunder with respect to the applicable Service, Compliance Portal and Documentation shall cease, and Customer shall immediately cease all use of the applicable Service, Compliance Portal and Documentation and promptly return or destroy, at RJH's direction, any Documentation and all copies thereof. In addition, Customer promptly shall pay to RJH all fees and other amounts due and owing under this Agreement. Notwithstanding anything to the contrary contained herein, any provisions, which, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive, including Section 5, 6.1, 6.5, 6.6, 7.1, 7.3, 7.4, 8.3, 9 through 12, 13.4, 16, 17 and 18.

**14. Publicity.** The Customer hereby acknowledges that RJH may issue a press release generally referencing this Agreement and that thereafter RJH, and its affiliates, may reference its customer relationship with the Customer in any and all documents distributed in connection with any financing transactions and any marketing documents.

**15. Assignment.** Customer shall not assign this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, without RJH's express prior written consent, not to be unreasonably withheld. Any assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Customer.

**16. Notices.** All notices or approvals required or permitted hereunder shall be in writing and shall be deemed to have been given upon: (a) receipt if sent by certified or registered mail, postage prepaid, return receipt requested; (b) delivery if sent by a courier service that confirms delivery in writing; or (c) the date sent by facsimile, with a confirmation copy sent via national overnight courier, in each case addressed to the following: (i) for RJH, the address set forth on the first page of this Agreement, and (ii) for Customer, the address set forth on the first page of the Order Form.

### **17. Dispute Resolution.**

**17.1. Jurisdiction; Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws, other than choice of law rules, of the State of Pennsylvania. The Parties hereby consent to the exclusive jurisdiction of,

and venue in, any federal or state court of competent jurisdiction located in the State of Pennsylvania for the purposes of adjudicating any matter arising from or in connection with this Agreement. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

**17.2. Injunctive Relief.** Customer recognizes that irreparable injury would result to RJH in the event of Customer's failure to comply with any of the terms of Sections 6 and 9, and that the full amount of the damages that would be incurred by RJH as a result of any such breach would be difficult to ascertain. Accordingly, Customer hereby agrees that, in the event of any such breach, threatened breach, RJH shall be entitled to seek appropriate injunctive relief without the need to post bond or prove the inadequacy of monetary damages.

## **18. Miscellaneous.**

**18.1. Independent Parties; No Authority to Bind.** The relationship of RJH and Customer is that of independent contractors. Neither Party shall have any authority to bind the other Party to any obligation by contract or otherwise.

**18.2. Restrictions on Development.** Neither Customer nor any of Customer's (a) parent companies; (b) wholly-owned subsidiaries; (c) related entities; or (d) entities in which Customer owns any ownership interest, either as a private investor, member, or as a shareholder, shall build, contract to build, or make plans to build or create any information portal or software that has or is planned to have functionality that is similar or identical to the functionality of the Compliance Portal that Customer subscribes to from RJH under the terms of this Agreement. Further, Customer shall not assist any other individual or organization in any way with the development of software that has or is planned to have functionality that is similar or identical to the functionality of the Compliance Portal that Customer subscribes to from RJH under the terms of this Agreement.

**18.3. Severability; No Waiver.** If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable and, insofar as possible, consistent with the original intent of the Parties. The failure of a Party to require performance of any obligations of the other Party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.

**18.4. Third Party Beneficiaries.** No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party under this Agreement, except that RJH's affiliates and Suppliers shall be deemed third party beneficiaries under this Agreement for purpose of enforcing their rights in their respective intellectual property rights and Proprietary Information.

**18.5. Construction; Headings.** Titles and headings to sections in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. The terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Except as expressly provided otherwise, references herein to "days" are to calendar days. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation."

**18.6. Amendment.** Any term or provision of this Agreement may be amended or modified only by a writing signed by both Parties.

**18.7. Entire Agreement.** The Order Form and this Agreement constitute the entire understanding and agreement of the Parties, whether written or oral, with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the Parties with respect to the Service furnished by RJH hereunder.

**18.8. Order of Precedence.** If any conflict or ambiguity arises between the terms and conditions set forth in this Agreement and any term or condition of any Order Form, then, in every case, the order of precedence shall be the body of the Agreement then any Order Form.

**18.9. Force Majeure.** Neither Party shall be held liable to the other Party for failure of performance (except for the payment of money) caused by the other Party or otherwise due to circumstances beyond the non-performing Party's reasonable control, including acts of God, war, terrorism, strikes or labor disputes, civil disturbances or interruptions in power, communications, transportation or the like.

**18.10. General Requirements.** Customer shall access the Services only via an operating environment that, at a minimum, complies with this Section. Customer understands that the obligation to order, purchase, install and maintain such an operating environment is that of Customer, and not RJH. Mozilla Firefox 3.0; or later or Internet Explorer 8; or later or Google Chrome is required for use of the Compliance Portal. Full use of the Compliance Portal requires a CSV reader, such as Microsoft Office Excel, a word processor, such as Microsoft Office Word and a PDF reader, such as Adobe Acrobat. The purchase, training, and support of the CSV reader, word processor and PDF reader are solely Customer's responsibility. RJH may update these specifications from time to time, upon written notice to Customer. The

Compliance Portal will generally operate with most Apple platforms (iOS and Macintosh) but such operation is not guaranteed.

**18.11. Security/Network Access.** Customer's access to Compliance Portal will require access to the Internet, and access to the Internet is solely Customer's responsibility. No hardware, software, training, or support for Customer's access to the Internet will be provided by RJH.

**Version Date - December 9, 2013**

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