



Terms of Use

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, SENTACT LLC ("Sentact") AND CUSTOMER AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS GOVERNING THE USE OF SENTACT'S ON-LINE SERVICE. THE TERM "YOU" REFERS TO: (1) THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AND USERS, OR (2) AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY, AS DEFINED IN THE REGISTRATION INFORMATION PROVIDED TO SENTACT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome

As part of the Service, Sentact will provide Customer with use of the Service, including a browser interface and data encryption, transmission, access and storage. Customer's registration for, or use of, the Service shall be deemed to be Customer's agreement to abide by this Agreement including any materials available on the Sentact website incorporated by reference herein, including but not limited to the Privacy and Security Statements. For reference, a Definitions section is included at the end of this Agreement.

1. Charges and Payment of Fees

Customer shall pay all undisputed fees or charges to its account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges are specified in the Service Order Form and at all times shall be equal to the greater of \$500 per month or the current number of total User licenses requested times the User license fee currently in effect at the specified tiered pricing scheme. Payments may be made annually, monthly, or quarterly, consistent with the Initial Term, at Customer's election. License fees are nonrefundable whether or not User licenses are actively used. Customer must provide Sentact with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Service Order Form or using the User-Creation Admin Tools. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term) (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added will be charged in full for that billing month. Sentact reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail and upon customer's agreement to such fees.

2. Excess Data Storage Fees

The maximum disk storage space provided to Customer at no additional charge is dependent on the number of Licenses purchased and is specified on the Service Order Form. If the amount of disk storage required exceeds this limit, Customer will be charged the then-current storage fees. Sentact will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Sentact to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Sentact reserves the right to establish or modify its general practices and limits concerning storage of Customer Data.

3. Billing and Renewal

Sentact charges and collects in advance for use of the Service. Sentact will automatically renew and issue an invoice to Customer (a) every month, (b) every quarter or (c) each year on the subsequent anniversary for annual licenses. The renewal charge will be equal to the greater of the then-current monthly minimum or the then-current number of total User licenses times the then-current license fee in effect at the time of renewal. Fees for other services will be charged on an as-quoted basis. Sentact's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Sentact's income.

Customer agrees to provide Sentact with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false or fraudulent, Sentact reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

Invoices will be generated at the start of a license or billing period and approximately one month in advance of the start of any renewal or subsequent billing period and shall be due within 60 days. Customer's account will be considered delinquent (in arrears) if undisputed payment in full is not received by the license or billing period start date.

If Customer believes that the bill is incorrect, Customer must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

4. Non-Payment and Suspension

In addition to any other rights granted to Sentact herein, Sentact reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes thirty (30) days or more



delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less. Customer will continue to be charged for User licenses during any period of suspension. If Customer or Sentact initiates termination of this Agreement, Customer will be obligated to pay the undisputed balance due or any remaining obligations on Customer's account computed in accordance with the Charges and Payment of Fees section above. Customer agrees that Sentact may charge bill Customer for such undisputed and unpaid fees.

Sentact reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service. Customer agrees and acknowledges that Sentact has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.

5. Privacy & Security

Sentact's privacy and security policies may be viewed at <http://sentact.com> (homepage footer). Sentact reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

6. License Grants

Sentact grants Customer a non-exclusive, non-transferable worldwide right to use the Service, solely for Customer's own internal business purposes subject to the terms of this Agreement. Subject to the terms of this Agreement, Customer grants to Sentact the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Service as requested by Customer. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the Sentact Technology or the Content; (iii) commercially exploit the Service or the Content in any way, or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Sentact shall not use the Customer Data for any purpose other than to provide the Service to Customer. All rights not expressly granted to Customer are reserved by Sentact and its licensors.

7. Restrictions

You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your internal business use. Unauthorized use, resale or commercial exploitation of the Service and/or the Content in any way is expressly prohibited. You agree not to reverse engineer the Service, or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third-party. You shall not create Internet "links" to the Service or "frame" or "mirror" any Content contained on, or accessible from, the Service on any other server or Internet-based device. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with Customer or otherwise changed job status or function and no longer require access to the Service.

8. Third-Party Interaction

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Service or the Content, (ii) modify or make derivative works based upon the Sentact Technology or the Content; (iii) commercially exploit the Service or the Content in any way, or (iv) create Internet "links" to the Service or "frame" or "mirror" any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device. Sentact shall not use the Customer Data for any purpose other than to provide the Service to Customer.

9. Mutual Responsibilities

Customer is responsible for any and all activities that occur under Customer's user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Service. Both parties shall: (i) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to the other promptly and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by such party or its Users; (iii) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iv) not impersonate another Sentact user or provide false identity information to gain access to or use the Service.

10. Account Information and Data

All data submitted by Customer to the Service, whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. In the event that Customer terminates this Agreement (other than by reason of Customer's breach), Sentact will make available to Customer a file of the Customer Data within 30 days of termination notice if Customer so requests. Sentact reserves the right to withhold with advanced notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and Sentact shall have no obligation to maintain or forward any Customer Data.



11. Termination/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term of this Agreement is specified in the Service Order Form and shall commence on the date Sentact makes the service available to Customer. This Agreement will automatically renew, for a term equal in duration to the Initial Term, upon the expiration of the Initial Term or any renewal term. Either party may terminate this Agreement or reduce the number of licenses, effective upon the expiration of the then current term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the event that Customer terminates this Agreement (other than by reason of Customer's breach), Sentact will make available to Customer a file of its Customer Data within 30 days of termination if Customer so requests at the time notice of termination is given. Customer agrees and acknowledges that Sentact has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination. If Customer terminates this Agreement or reduces the number of licenses prior to the expiration of the Initial Term or renewal term, Customer shall pay to Sentact the total amount of unpaid charges incurred through the date of termination plus an early termination charge equal to the total amount of payments and charges payable for the balance of the Initial Term or the renewal term.

12. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of the Sentact Technology or Service will be deemed a material breach of this Agreement. Sentact, in its sole discretion, may terminate Customer's password, account or use of the Service if Customer breaches or otherwise fails to comply with this Agreement. Customer agrees and acknowledges that Sentact has no obligation to retain the Customer Data, and will delete such Customer Data, if Customer has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Sentact Ownership

Sentact alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Sentact Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Sentact Technology or Intellectual Property owned by Sentact to Customer. The Sentact name, the Sentact logo, and the product names associated with the Service are trademarks of Sentact or third parties, and no right or license is granted to use them.

14. Representation & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Sentact represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Sentact help documentation under normal use and circumstances. Customer represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service and that Customer's billing information is correct.

15. Mutual Indemnification

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

Sentact shall indemnify and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation of Sentact of the representations or warranties; or (iii) a claim arising from breach of this Agreement by Sentact; provided that Customer (i) promptly gives written notice of the claim to Sentact; (ii) gives Sentact sole control of the defense and settlement of the claim (provided that Sentact may not settle or defend any claim unless it unconditionally releases Customer of all liability); (iii) provides to Sentact all available information and assistance; and (iv) has not compromised or settled such claim. Sentact shall have no indemnification obligation, and Customer shall indemnify Sentact pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer's products, service, hardware or business process(s).

16. Disclaimer of Warranties

SENTACT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE



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

17. Internet Delays

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

18. Limitation of Liability

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

19. Additional Rights

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

20. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this site, User represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. User agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

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

21. Notice

Sentact may give notice by means of a general notice on the Service, electronic mail to Customer's e-mail address on record in Sentact's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in Sentact's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Sentact (such notice shall be deemed given when received by Sentact) at any time by any of the following: letter sent by confirmed facsimile to Sentact at the following fax number: (847) 439-1147; letter delivered by nationally recognized overnight delivery



service or first class postage prepaid mail to Sentact at the following addresses: Sentact, 854 E. Algonquin Road, Schaumburg, IL 60173, addressed to the attention of: Chief Financial Officer.

23. Modification to Terms

Sentact reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify Customer by posting an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

24. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Sentact but may be assigned by Sentact to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

25. General

With respect to the U.S. Customers, this Agreement shall be governed by Illinois law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Schaumburg, Illinois. No text or information set forth on any other purchase order, preprinted form or document (other than an Service Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Sentact as a result of this agreement or use of the Service. The failure of Sentact to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sentact in writing. This Agreement, together with any applicable Service Order Form, comprises the entire agreement between Customer and Sentact and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

26. Definitions

As used in this Agreement and in any Service Order Forms now or hereafter associated herewith: "Agreement" means this online services agreement, and any Service Order Forms, whether written or submitted online via the User-Creation Admin Tools, and any materials available on the Sentact website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Sentact from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to Customer in the course of using the Service; "Customer, You or Customer's" means the individual or legal entity, its directors, officers, affiliates agents, and employees, as identified in the registration and identification data provided to Sentact via this web site; "Customer Data" means any data, information or material provided or submitted by Customer to Sentact in the course of utilizing the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date Customer begins using the Service; "Initial Term" means the period defined in the Service Order Form during which Customer is obligated to pay for the Service; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature; "License Administrator(s)" also referred as "Administrators" means those Users designated by Customer who are authorized to purchase licenses online using the User-Creation Admin Tools or by executing written Service Order Forms; "License Term(s)" means the period(s), excluding the Initial Term, during which a specified number of Users are licensed to use the Service pursuant to the Service Order Form(s); "Service Order Form(s)" means the initial subscription for the Service and any subsequent Service Order Forms submitted online, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties and each such Service Order Form shall be incorporated into and become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such Service Order Form, the terms of this Agreement shall prevail; "User-Creation Admin Tools " means Sentact's online tool that allows the License Administrator designated by Customer to, among other things, add additional Users to the Service; a Delaware corporation, having its principal place of business at 519 West Golf Road, Arlington Heights, IL 60005. "Sentact Technology" means all of Sentact' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Sentact in providing the Service; "Service(s)" means the specific edition of Sentact' Sentact online service management services identified during the ordering process, developed, operated, and maintained by Sentact accessible via <http://sentact.com> or another designated web site or IP address or ancillary services rendered to Customer by Sentact, to which Customer is being granted access under this Agreement, including the Sentact Technology and the Content; "System Administrator(s)", also referred to "Administrators" means those Users designated by Customer who are authorized to create User accounts and otherwise administer Customer's use of the Service; "User(s)" means Customer's, employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Sentact at Customer's request) or have activities facilitated by the Services' functionality for any purpose other than to submit requests.



Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@sentact.com.

Privacy Statement

Both parties agree to maintain confidentiality of all patient information and other information of which either party becomes aware as a result of providing services under this Agreement and agrees to comply with HIPAA and all state and federal confidentiality laws and regulations, the parties agree to enter into the attached Business Associate Agreement.

Sentact Privacy Statement:

Sentact has created this privacy statement ("Statement") in order to demonstrate our commitment to customer privacy. Privacy on the Sentact web site (the "Site") is of great importance to us. Because we gather important information from our visitors and customers, we have established this Statement as a means to communicate our information gathering and dissemination practices. We reserve the right to change this Statement and will provide notification of the change at least thirty (30) business days prior to the change taking effect.

Collected Information:

We require customers who register to use the services ("Services") offered on our Site to give us contact information, such as their name, company name, address, phone number, and e-mail address, and financial qualification and billing information, such as billing name and address, credit card number, and the number of users within the organization that will be using the Services. At the time you express interest in attaining additional information, or when you register for the service, we may also ask for additional personal information, such as title, department name, fax number, or additional company information, such as annual revenues, number of employees, or industry.

Sentact uses the information that we collect to set up Services for individuals and their organizations. We may also use the information to contact customers to further discuss customer interest in our company, the Services that we provide, and to send information regarding our company or partners, such as promotions and events. Customers are invited to receive an email newsletter by providing an email address. Customer email addresses and any personal customer information will not be distributed or shared with any third parties. Customers can opt out of being contacted by us, or receiving such information from us, at any time by sending an email to support@Sentact. Separately, customers are also asked to provide an email address when registering for the Service, in order to receive a username and password. We may also email information regarding updates to the Service or company, and will send a Customer Newsletter. Again, email will not be distributed or shared and customers can opt out of receiving any communication by emailing support@Sentact at the time it is distributed, or at the time any customer registers for the Service.

Except as we explicitly state at the time we request information, or as provided for in the Sentact Terms of Use, we do not disclose to any third-party the information provided. All financial and billing information that we collect through the Site is used solely to check the qualifications of prospective customers and to bill for Services. This billing information is not used by Sentact for marketing or promotional purposes. This intermediary is solely a link in the distribution chain, and is not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing. Other third parties, such as content providers, may provide content on the web Site but they are not permitted to collect any information nor does Sentact share any user information with these parties.

Customers of the Service will be using the Site to host data and information ("Data"). Sentact will not review, share, distribute, print, or reference any such Data except as provided in the Sentact Terms of Use and when Sentact services must be delivered via the Site, or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Terms of Use, or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

Sentact may also collect certain information from visitors to and customers of the Site, such as Internet addresses. This information is logged to help diagnose technical problems, and to administer our Site in order to constantly improve the quality of the Service. We may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

Security:

Our Site has security measures in place to help protect against the loss, misuse, and alteration of the Data under our control. When our Site is accessed using Netscape Navigator, or Microsoft Internet Explorer versions 5.0 or higher, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that Data is safe, secure, and available only to you. Sentact also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Site in a



secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders. Finally, Sentact provides unique user names and passwords that must be entered each time a customer logs on. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of Data.

Opt-Out Policy:

Sentact offers its visitors and customers a means to choose how we may use information provided. If, at any time after registering for information or ordering Services, you change your mind about receiving information from us or about sharing your information with third parties, send us a request specifying your new choice. Simply send your request to support@sentact.com.

Correcting & Updating Your Information:

If customers need to update or change registration information they may so by emailing support@sentact.com or calling 847.956.2000. To discontinue the Service and to have data returned, email support@sentact.com or call 847.956.2000.

Additional Information:

Questions regarding this Statement or the practices of this Site should be directed to Sentact's Security Administrator by e-mailing such questions to security@sentact.com.

Security Statement

Sentact utilizes some of the most advanced technology for Internet security available today. When you access our site using Netscape Navigator 4.5 or Microsoft Internet Explorer versions 5.0 or higher, Secure Socket Layer (SSL) technology protects your information using both server authentication and data encryption, ensuring that your data is safe, secure, and available only to registered Users in your organization. Your data will be completely inaccessible to your competitors.

Sentact provides each User in your organization with a unique user name and password that must be entered each time a User logs on. Sentact issues a session "cookie" only to record encrypted authentication information for the duration of a specific session. The session "cookie" does not include either the username or password of the user. Sentact does not use "cookies" to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

In addition, Sentact is hosted in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders.