



Terms & Conditions

Master Software-as-a-Service Subscription Terms and Conditions

We're excited that you've selected iReportSource to help make Smart Workplace Safety a Reality. These Master Software-as-a-Service Subscription Terms and Conditions (the "Terms and Conditions" or this "Agreement") govern your use of (i) the hosted storage solution and the mobile application provided by iReportSource for online storage, sharing and processing of files, materials, data, text, audio, video, images, GPS information or other content (collectively, "Content"); (ii) software provided or made available by iReportSource (the "Software"); (iii) the iReportSource managed websites, portal and/ or applications and, (iv) any written or electronic use or features guides or other documentation provided or made available by iReportSource (collectively, the "Services") as set forth in the most recently submitted Proposal (the "Service Agreement" or the "Order Form").

BY CLICKING "ACCEPT" ONLINE OR BY INSTALLING, ACCESSING OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Basic Terms

You are responsible for your use of the Services and for any consequences thereof. You may use the Services only if you can form a binding contract with iReportSource and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your account. iReportSource cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Privacy

Our Privacy Policy located at <https://ireportsource.com/privacy-policy/> (the "Privacy Policy") governs the transfer of User information to the United States and/or other countries for storage, processing and use by iReportSource.

As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your iReportSource account, which you may not be able to opt-out from receiving.

You are responsible for communicating our data privacy and protection policies to your Users.

3. iReportSource's Obligations

3.1 Your License to Use the Services. In accordance with your payment obligations based on your subscription



status, iReportSource grants you a personal, worldwide, non-assignable (subject to Section 13.3) and non-exclusive license to use the software that is provided to you by iReportSource as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services, in the manner permitted by these Terms.

3.2 Your Access to the Services. By subscribing to use the Services, iReportSource will:

(a) grant you access to the Purchased Services pursuant to the terms of this Agreement and the applicable Service Agreements;

(b) provide standard support for the Purchased Services; and

(c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime of which we will schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 6:00 a.m. Monday Eastern time), (ii) emergency updates required to ensure operability of the application, and (iii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem or other similar delay, Non-iReportSource Application, or denial of service attack.

Notwithstanding the foregoing, in the event iReportSource is unable to provide you with access to your Purchased Services for a period of greater than 24 consecutive hours, iReportSource will refund you a prorated portion of your subscription fee (a "Refund"). iReportSource does not guarantee that the Services will be available to you at any given time and will not be liable for any damages caused by your inability to access the Services, except, in any event, to the extent caused by the negligence or willful misconduct of iReportSource.

We reserve the right to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. We may add or remove functionalities or features, and we may suspend or stop a Service altogether (subject to providing you with a Refund, except to the extent such suspension or stoppage is a result of your breach of these Terms and Conditions).

Your access to the Services is conditioned on iReportSource receiving your payment.

3.3 Suspension of Services. We reserve the right, to temporarily suspend or terminate Your access to the Service at any time in our sole discretion, for reasons set forth below, and with notice, without incurring liability of any kind. We may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause iReportSource to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; or (e) unplanned technical problems and outages. If, in iReportSource's determination, the suspension might be indefinite and/or iReportSource has elected to terminate your access to the Service, iReportSource will use commercially reasonable efforts to notify you through the Service. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service, but you maintain the right to export your data for up to 12 months following subscription suspension or cancellation.

3.4 Usage Limits. Services are not currently restricted based on Usage Limits and the quantities specified in a Service Agreement refers to Users that may access the Services on that account. User passwords may not be shared or used by more than one individual. In the event that a current User will no longer access the Services,



that User identification may be removed to allow a new individual to access the Services under the same account.

3.5 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term starting on the date You first Subscribe for the Services, unless the pricing in the prior term was designated in the relevant Service Agreement as promotional or one-time, in which case the new price for Services will be at our then current standard rates.

4. iReportSource's Rights

Subject to Section 6, all right, title, and interest in and to the Services and will remain the exclusive property of iReportSource and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. iReportSource reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding iReportSource, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

5. Your Representations and Warranties.

(a) You understand, acknowledge and agree that we are not and will not be considered a "Business Associate" as that term is defined the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(b) You agree that you will not provide us with any protected health information (as defined by applicable federal and state law or (c) regulations) and will promptly alert us in the event of an incidental disclosure of protected health information to us.

(c) You represent, warrant, and agree that you have evaluated the Content and bear all risks associated with the use of any of the Content, including any reliance on the accuracy, completeness, or usefulness of the Content by you and your Users. You also represent, warrant, and agree that as of the date of your Service Agreement the Content accurately reflects the best practices promoted by you and your employees on the subject matter covered.

(d) You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Agreement; and (c) nothing you upload or post shall contain Individually Identifiable Health Information.

(e) You agree that you are responsible for all activity on your account and are charged with providing your Users a copy of this Agreement and monitoring your Users use of the Services to ensure compliance with these Terms. You will notify your Users that: (i) they are responsible for the Content they upload or post, and that they may not upload any content that will infringe upon the rights of any third party; (ii) by using the Service, they warrant that nothing they upload or post shall contain Individually Identifiable Health Information and that they have the ability to grant the right to share such Content without any obligation to pay any royalties to any copyright owner, (iii) they are responsible for the payment of any royalty and any associated damages, fees, fines or penalties. In the event, we find out they have shared Content in violation of the intellectual property rights, privacy rights or other right of any person or entity, we are required to act in accordance with the law.

6. User Content



Except for material that we license to you, we don't claim ownership of any Content that is collected, transmitted, stored, or processed in your account(s). We also don't control, verify, or endorse the Content that you collect and store.

You grant us and our Affiliates a worldwide, limited- term license to host, copy, transmit and display your Data and any Non-iReportSource Applications created by or for you and your Users solely for the limited purpose of providing the Services to you hereunder. [– note -this is covered by the next paragraph]

Subject to Section 13.4, you also grant us a worldwide, perpetual, irrevocable, royalty-free limited license to use to use your Data on an aggregated, non-identifiable basis solely to provide data driven analytics and information to third parties and to use such data and data driven analytics for our sales and marketing purposes.

You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take- down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (c) maintain appropriate security, protection and backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorized access.

You must immediately notify us in writing of any unauthorized use of (a) Content (b) your Account or (c) the Service that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all commercially reasonable steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request.

7. Restrictions on Use Of The Services

You may not access the Services if you a direct competitor, except with our prior written consent, which we may withhold, condition, or deny in our sole and absolute discretion. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of IReportSource, its users and the public. iReportSource does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, iReportSource's computer systems, or the technical delivery systems of iReportSource providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by iReportSource (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with iReportSource (NOTE: scraping the Services without the prior consent of iReportSource is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information



in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, knowingly sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

8. Payment Terms.

8.1 Fees. The fees applicable for the Service (“Fees”) are as set forth in the Service Agreement. The price stated for the Service excludes all taxes and charges, unless stated otherwise. You’re responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements), other than taxes based upon iReportSource’s net income. You will pay the Fees in the currency iReportSource quoted for your account.

8.2 Invoicing and Payment. If you are an administrator for an account and you are confirming payment for iReportSource Services you must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the Service using your payment method and for any paid feature of the Service that you choose to sign up for or use while these Terms are in force including aggregating subscriptions for all Subscribers within an account.

We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; (d) on a recurring basis for subscription Services (e) and for usage based services. Also, we may charge you up to the amount you’ve approved, and we’ll notify you in advance of the difference for recurring subscription Services. We may bill you simultaneously for more than one of your prior billing periods.

You must keep all information in your billing account current. You can access and modify your billing account information using the Manage Account Page. You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Service, we may cancel the Service. Your notice to us will not affect charges we submit to your billing account before We reasonably could act on your request.

We’ll notify you in advance, either through the Service or to the email address you have most recently provided to us, if We change the price of the Service. If there’s a specific length and price for your Service Agreement, that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the new price. If your Service is on a period basis (for example, monthly) with no specific length, we’ll notify you of any price change at least 30 days in advance. If you don’t agree to these changes, you must cancel and stop using the Service via email at: <http://support@ireportsource.com> no later than thirty (30) days prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Service ends at the end of your current Service period or, if we bill your account on a period basis, at the end of the period in which you cancelled. If you fail to cancel as required, we will automatically renew the Service for the same term and will charge your payment information on file with us commencing on the first day of the renewal term.

9. NON-IREPORTSOURCE PROVIDERS

9.1 Acquisition of Non-iReportSource Products and Services. We may make available third-party products or services, including, for example, Non-iReportSource Applications and consulting services. Any acquisition by you of such Non-iReportSource products or services, and any exchange of data between you and any Non-



iReportSource provider, is solely between you and the applicable Non- iReportSource provider. Except as set forth in Section 11.1, we do not warrant or support Non-iReportSource Applications or other Non-iReportSource Products or services.

9.2 Non-iReportSource Applications and Your Data. If you install or enable a Non-iReportSource Application for use with the Service, you grant us permission to allow the provider of that Non- iReportSource Application to access your Data and the data or your Users as required for the inter- operation of that Non-iReportSource Application with the Service. Except to the extent of our negligence or willful misconduct, we are not responsible for any disclosure, modification or deletion of your Data resulting from access by a Non-iReportSource Application. Except as expressly provided for in this Agreement, you alone are responsible to ensure compliance with all applicable data privacy and data security laws and regulations pertaining to such data exchanges.

9.3 Integration with Non-iReportSource Applications. The Services may contain features designed to inter-operate with Non- iReportSource Applications. To use such features, you may be required to obtain access to Non-iReportSource Applications from their providers, and may be required to grant us access to your account(s) on the Non-iReportSource Applications. If the provider of a Non-iReportSource Application ceases to make the Non-iReportSource Application available for inter-operation with the corresponding Service features on reasonable terms, We may cease providing those Service features without entitling you to any refund, credit, or other compensation.

10. Ending these Terms

10.1 Termination of Agreement. The Terms will continue to apply until terminated by either you or IReportSource as follows.

You may end your legal agreement with iReportSource at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us support@ireportsource.com.

10.2 Subscription Cancellation. You may cancel your account by notifying us prior the beginning of the new subscription period. In the event that iReportSource is unable to charge an account using chosen payment method in accordance with this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. Except in the event of our negligence or willful misconduct, fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated.

10.3 Your Data Portability and Deletion. You may request within 12 months after the effective date of subscription cancellation to export or download your Data at no charge. After that 12-month period, we will have no obligation to maintain or provide your Data, and may thereafter delete or destroy all copies of your Data in our systems or otherwise in our possession or control, unless legally prohibited.

11. Disclaimers, Limitations Of Liability and Indemnity

11.1 Representations and Warranties of iReportSource



- (a) iReportSource shall provide the Services in a professional and workmanlike manner.
- (b) iReportSource has, and during the term of this Agreement and any Service Agreement shall maintain, insurance in such amounts and with such reputable insurance carriers as is customary in the industry in which iReportService operates.
- (c) iReportSource owns or has a valid right to use the intellectual property rights required to provide the Services.
- (d) iReportSource shall comply with all laws, including, but not limited to, applicable data privacy laws, in the performance of Services hereunder.
- (e) The Services will integrate with your Azure active directory for security and, as part of the Service, we will provide a secure FTP interface approach to share employee data.
- (f) iReportSource shall utilize such data protection measures such as end to end encryption, as well as redundant, retrievable backup technology commensurate with industry accepted practices.

11.2 Except as provided by Section 11.1, the Services are Available “AS-IS” as follows:

Your access to and use of the Services or any information you access or view on or through the Services is at your own risk. You understand and agree that the Services and any information thereon is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, IREPORTSOURCE ENTITIES (defined in Section 11.5) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

iReportSource Entities make no warranty and disclaims all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any information you access or view on or through the Services; (ii) except to the extent of our negligence or willful misconduct, any harm to your computer system, or other harm that results from your access to or use of the Services, or any Content; (iii) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from iReportSource Entities or through the Services, will create any warranty not expressly made herein.

11.3 Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by iReportSource Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

11.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN SECTION 11.5, NEITHER YOU NOR ANY OF THE IREPORTSOURCE ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,



CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, HEREUNDER.

IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR ANY PARTY HEREUNDER EXCEED THE AMOUNT PAYABLE TO IREPORTSOURCE FOR THE THEN-CURRENT TERM OF THE SERVICE AGREEMENT, unless otherwise covered by insurance.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.5 Indemnification

- (a) To the extent not prohibited by law, you expressly agree to indemnify and hold harmless IReportSource and its affiliates, and iReportSource and its affiliates' respective directors, officers, shareholders, employees, agents and consultants (collectively, the "iReportSource Entities"), from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to: (1) your failure to comply with this Agreement; and (2) any individually identifiable health information that you upload, transmit, share or exchange via the Services.
- (b) To the extent not prohibited by law, iReportSource expressly agrees to indemnify and hold harmless you and your affiliates, and your and your affiliates' respective directors, officers, shareholders, employees, agents and consultants, from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to: (1) iReportSource or its affiliates' failure to comply with this Agreement; and (2) claims or allegations that the Services infringe upon the intellectual property rights of others.

12. Beta or Trial Versions

12.1 Trial Version. If you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("Trial Period") unless you terminate before the trial period ends. You must decide to purchase a subscription to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you terminate before the Trial Period ends or do not purchase a subscription to the Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

12.2 Beta Services. From time to time, We may invite you to try Beta Services at no charge. You may accept or decline any such trial in your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of a similar nature. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of three months from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in



connection with a Beta Service, except, in any event, to the extent resulting from our negligence or willful misconduct.

13. GENERAL TERMS. Waiver and Severability

The failure of either party to enforce any right or provision of these Terms and Conditions will not be deemed a waiver of such right or provision by such party. In the event that any provision of these Terms and Conditions is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms and Conditions will remain in full force and effect.

13.1 Controlling Law and Jurisdiction

These Terms and Conditions and any action related thereto will be governed by the laws of the State of Florida without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Pasco County, Florida, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

13.2 Entire Agreement

The Service Agreement, these Terms and Conditions and our Privacy Policy are the entire and exclusive agreement between iReportSource and you regarding the Services (excluding any services for which you have a separate agreement with iReportSource that is explicitly in addition or in place of these Terms and Conditions), and these Terms and Conditions supersedes and replaces any prior agreements between iReportSource and you regarding the Services.

13.3 Assignment

You shall not be permitted to assign the Service Agreement or any license thereunder without the prior written consent of iReportSource; provided, however, that you shall be permitted to so assign to any of your affiliates and subsidiaries, to any successor (by merger or operation of law) or to any purchaser of all or substantially all of your business.

13.4 Confidentiality

- (a) Exchange of Information. Either party, from time to time, may disclose (such party, the “Furnishing Party”) to the other party (such party, the “Receiving Party”) certain of its Confidential Information (as defined below) in connection with the Services (the “Purpose”). The Receiving Party acknowledges and agrees that the Furnishing Party has developed its Confidential Information through the expenditure of substantial time and money; that the Furnishing Party desires to retain the same in trust and confidence and to withhold access thereto from third parties; and that the commitments set forth herein are a condition precedent to the Receiving Party’s disclosure of its Confidential Information hereunder.



- (b) Definitions. “Confidential Information” means any information disclosed by or on behalf of the Furnishing Party to the Receiving Party before or after the date of this Agreement, such as business plans, financial information, customer lists, supplier lists and employee data, and including, without limitation, summaries, extracts, and any copies thereof, in any case other than information that:
- (1) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement;
 - (2) is already known by or in the possession of the Receiving Party at the time of disclosure by or on behalf of the Furnishing Party as evidenced by written documentation in the Receiving Party’s possession prior to receipt of the Confidential Information;
 - (3) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
 - (4) is obtained by the Receiving Party from a third party that has not, to the Receiving Party’s knowledge, breached any obligations of confidentiality with the Furnishing Party regarding such information.
- (c) Use. For the Term and for five (5) years thereafter (the “Confidentiality Period”), the Receiving Party shall use the Confidential Information only for the Purpose.
- (d) Nondisclosure; Standard of Care. During the Confidentiality Period:
- (1) the Receiving Party shall not disclose or otherwise make available any of the Confidential Information to anyone except to its and its affiliates’ directors, officers, employees, contractors, agents, advisors and representatives (collectively, “Representatives”) who need to know the Confidential Information for the Purpose, are informed of the confidentiality undertakings contained herein and agree to maintain the confidentiality of the Confidential Information;
 - (2) the Receiving Party shall be responsible for any use or disclosure of the Confidential Information by any of the Receiving Party’s Representatives and shall be responsible for any breach of this Agreement by the Receiving Party’s Representatives; and
 - (3) the Receiving Party shall use its reasonable efforts (but in any event not less than those employed for safeguarding its own proprietary information) to keep the Confidential Information and/or any knowledge which may be imparted through examination thereof or working therewith confidential.
- (e) Compelled Disclosure. In the event that the Receiving Party or any of its Representatives receives a request or becomes legally compelled to disclose any Confidential Information (whether by oral questions,



interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), the Receiving Party will provide the Furnishing Party with prompt notice so that the Furnishing Party may seek a protective order or other appropriate relief and/or waive the right to demand compliance with the provisions of this Agreement. The Receiving Party agrees, and agrees to cause its Representatives (if applicable), to cooperate with the Furnishing Party in its efforts to seek such protective order or other appropriate relief. In the event that such protective order is not obtained, or if the Furnishing Party waives compliance with the provisions hereof, the Receiving Party or its Representatives, as the case may be, may disclose to any tribunal or other person only that portion of the Confidential Information that the Receiving Party or its Representatives are legally required to disclose and shall use its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

- (f) Press Release or Other Public Announcement. Neither party may issue a press release or other public announcement regarding the subject matter of this Agreement, or the fact that it has been entered into by the parties, without the express written consent of the other party.