

Software License Agreement/Terms and Conditions/BAA

TO PARTICIPATE IN THE Central DATA STORAGE ("CDS") MANAGED SERVICE ("SERVICE"), YOU ("YOU" OR "THE USER") MUST READ THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT") DESCRIBED BELOW. AFTER YOU HAVE READ THE AGREEMENT, YOU WILL BE ASKED TO AUTHENTICATE your acceptance of THIS AGREEMENT BY CLICKING THE "I ACCEPT/AGREE" BUTTON. your ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY AMENDMENTS THERETO AFTER THIS DATE.

Authentication will result in a binding contract between you and CDS and will permit you to download computer software and use the services offered by CDS. If you do not wish to accept this agreement, you will not be permitted to participate in the program. After you manifest your assent to this agreement by clicking the "I agree/accept" button you will be prompted to enter your information on the subscription entry page. After completing the information entry page, you will be prompted to download the necessary software and a copy of this license agreement.

This agreement is between You, the End User, and Central Data Storage ("CDS"). The Privacy Policy Terms are incorporated herein by reference. CDS agrees to provide You with the CDS-Client software, a copy of this License Agreement, and training on how to use the CDS-Client software and the Service. **You agree to pay the monthly or annual billing price to CDS according to the terms of this Agreement.**

The Service is implemented using software which will back-up Your selected data at regular intervals. You will select how often Your data is backed-up onto CDS's servers. After Your selected data is backed-up, CDS will verify that the back-up was 100% complete. You will be able to recover only the selected data backed up to CDS's servers. If You wish to Restore individual files on CDS's servers, You must contact CDS. The Service requires a software application known as CDS-Client. CDS-Client is an application which is downloaded to Your computer which allows CDS to back-up Your selected data to its servers.

By entering into this Agreement, You will be permitted to install and use the CDS-Client software, and use CDS services for the back-up of your selected data. Through the CDS-Client You will be able recover folders that contain the backed-up data, which are located on CDS servers.

1. Definitions

1.1. "CDS-Client" means the software and the application developed by CDS and provided to You for your use and distribution in accordance with this Agreement.

1.2. "CDS Server" means the computers servers that are used for backing-up Your selected data. The server computers are accessible to You in limited capacity via CDS-Client Application.

1.3. "User Data" means the data that is being backed-up from Your computer selected data using a customer specific encryption key. User Data encompasses everything that is backed-up and stored on CDS Servers.

2. User's Warranties. You warrant that (1) you have the legal authority to enter into this Agreement; (2) the execution of this Agreement does not violate or cause You to be in breach of any other agreement with, or of any obligation owed to, any other entity; and (3) that all information provided by You to CDS is accurate and truthful to the best of your knowledge.

3. License of CDS-Client Software. You are granted a perpetual, non-exclusive license to use and install the CDS-Client software on a specific computer or server. Your non-exclusive license is limited to the term of the Service. You may terminate the license to use this software at any time by writing CDS and requesting that the account be deactivated. Deleting the CDS-Client will not terminate the license agreement. A breach of any of the terms of the license will be deemed a breach of this Agreement.

4. CDS Obligations

4.1. Provision of CDS-Client software. After agreeing to this Agreement and completing the registration, CDS will allow You to download the CDS-Client software, a copy of this Agreement and an instruction/help file.

4.2. Back-up on CDS-Servers. CDS shall back-up Your selected data onto its servers at regular intervals. You will decide how often Your selected data is backed-up. You will have limited access to CDS-Servers, as You will only be allowed to recover folders that have been backed-up on CDS Servers; if You want to restore an individual file backed-up on CDS Servers, you will need to contact CDS. CDS will inform You if an error occurred during the back-up process or if the back-up was not 100%. CDS will provide troubleshooting to ensure that Your selected data is backed-up 100%. You have a limited amount of storage on the CDS-Server for the remote backup of your electronic information and files. You will select the amount of storage, and CDS will inform You if your selected data exceeds the amount of storage you have selected. CDS shall use its best efforts to ensure that the CDS-Servers remain online and fully functional twenty-four (24) hours per day, seven (7) days per week. You acknowledge that the functionality of CDS-Server is subject to the services of third parties, including but not limited to Internet Service Providers over whom CDS has no control.

4.3 CDS Recovery and Encryption. You give the right to CDS to access Your computer's selected data through the secure remote connection and save usernames and passwords that CDS determines are applicable. CDS will back-up all of Your selected data on the CDS Servers via the CDS-Client. CDS will encrypt all information

that is stored on its servers. CDS will use a 448bit encryption in flight and at rest to ensure that all information stored on the servers is protected. CDS may decide to do an initial seed kit if Your selected data is larger than can be transferred in a reasonable amount of time. The information and data that is backed-up onto CDS servers is not hosted and it is not accessible outside of the network. If You delete the CDS-Client from Your Computer, you must contact CDS to be able to download the software again. There is no Web site access.

4.4. CDS is not responsible to ensure that User Data is in compliance with all federal, state, local laws, foreign laws, rules and regulations. CDS does not and will not monitor User Data for inappropriate illegal content.

4.5. Disclaimer of Liability for Backing-Up on CDS-Servers. CDS disclaims all liability whatsoever for any and all damages, including direct, consequential and incidental damages, arising out of the failure or inability of CDS to maintain access to the CDS-Servers in accordance with this Agreement, including, but not limited to, losses or damages resulting from your loss of business, loss of data or service as the result of delays or service interruptions.

4.5. Additional Services. CDS may in its discretion provide additional services or features to You as part of this Agreement, as may be described on the CDS Web site. Any additional services or features that are provided to You by CDS may be amended or terminated by CDS at any time and for any reason, in its sole discretion.

5. Your Obligations

5.1. You are responsible for ensuring that you are in compliance with (i) all obligations related to Your use of the Services, (ii) all license terms applicable to third party operating systems, databases, applications, files, software and other applications on Your computer system, (iii) all applicable federal, state, local laws, foreign laws, rules and regulations. Your responsibilities shall not be transferred to CDS.

5.2. You will not misrepresent Your identity or impersonate any person to gain access to anyone else's account. You will not illegally track or attempt to track any account, computer or network related to the Services. You will not try to hack or access the CDS Servers. You are only allowed to recover data that is available to You through the CDS-Client. You will not cause any User Data to be backed-up that is illegal, unauthorized, or which material is protected by intellectual property rights of a third party, unless You own or have appropriate rights to such material. You will not cause any User Data to be backed-up that contains viruses, Trojan horses, worms, corrupted files, or any Data that may damage the operation of the CDS services. You will not directly or indirectly reverse engineer, decompile, modify, reproduce or create derivative works of the CDS-Client or CDS Servers.

6. Fees. You shall pay CDS per month/annual for the use of the CDS-Client, CDS's services and for CDS backing-up of Your selected data on CDS-Servers. The amount of the fee is dependent upon which service you have selected from CDS.

6.1. Changes to Fees. CDS reserves the right to change the Fees from time to time in its reasonable discretion. CDS shall provide you with at least 30 days prior notice of any change in Fees.

6.2. Payment of Fees. All fees will be automatically charged on a monthly/annual basis to your Credit Card Account, ACH Checking Account or Manual Invoice which You must provide to participate in the Program. All applicable Fees will be charged on the first business day of each month and shall continue until such time as this Agreement is terminated in accordance with this Agreement. By accepting this Agreement You agree that your Account may be charged by CDS as set forth in this section. CDS will send manual invoices for an extra \$15.00 a month.

7. Support Services by CDS. CDS shall endeavor to respond to technical inquiries raised by You as soon as reasonably possible by telephone, facsimile transmission or electronic mail. CDS will also troubleshoot any problems that occur during the back-up process.

8. Warranties and Limited Liability.

8.1. Disclaimer. CDS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, FITNESS FOR LICENSEE'S PURPOSE OR SYSTEM INTEGRATION, ACCURACY OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR INTELLECTUAL PROPERTY OR A PARTICULAR PURPOSE OR TITLE. NO WARRANTY IS MADE REGARDING THE PERFORMANCE OF CDS-CLIENT OR THE RESULTS THAT MAY BE OBTAINED BY USING THE CDS-CLIENT, CDS-SERVERS OR THE SERVICE PROVIDED BY CDS. CDS DOES NOT WARRANT THAT THE END USER'S USE OF CDS SERVERS WILL NOT INFRINGE ON THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY.

8.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL CDS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO THE LOSS OF DATA, LOSS OF USE, LOSS OF REVENUES, LOSS OF PROFITS OR DELAY DAMAGES) EVEN IF CDS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. CDS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY INFRINGEMENT OF RIGHTS OF OTHERS.

9. Term and Termination.

9.1. Term. This Agreement shall remain in effect until terminated by You or CDS as set forth below.

9.2. Termination of Agreement. This Agreement shall terminate: (i) if a breach by You of any provision of this Agreement which is not cured within ten (10) days of receipt of written notice from CDS; (ii) immediately if You become insolvent, make an assignment for the benefit of creditors; or file for bankruptcy protection; (iii) immediately upon a breach of any confidentiality obligations imposed by this Agreement; (iv) immediately if any of the User Data is found to be illegal to federal, state, local laws, foreign laws, rules and regulations; (v) if You provide written notice to CDS that You desire to terminate this Agreement.

9.3. Software Use upon Termination. Upon termination of this Agreement, You shall immediately cease all use of the CDS-Client software, and shall delete all copies of the CDS-Client software on all computers on which it has been installed.

9.4. CDS Obligation upon Termination. Upon termination of this Agreement, no refund of any fees or charges will be issued for the period preceding the anniversary date of the agreement. All fees and charges paid prior to the anniversary date are considered earned and non-refundable, regardless of the reason for cancellation. Once the agreement is terminated, the data stored on the CDS Servers will be destroyed.

10. Indemnification. You shall indemnify and hold harmless CDS from any claims, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs of suit, all whether covered by Insurance or not, arising from Your performance of this Agreement, Your violation of these terms, any violation of rights of any other person or entity by You including but limited to any intellectual property rights, any misuse or fraudulent use of credit card, and any cause of action in connection with any violation of applicable laws, rules and regulations.

11. General.

11.1. Entire Agreement and Understanding. This Agreement constitutes the entire agreement between the parties and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

11.2. Modifications. CDS reserves the right to modify this Agreement. Such modifications will be posted at the CDS Website thirty (30) days before they are to become effective. You reserve the right to terminate this Agreement within that 30-day period at no penalty should You choose not to abide by any such modifications. Failure to terminate this Agreement within that 30-day time period will constitute Your Agreement as modified.

11.3. Governing Law. This Agreement shall be binding upon the successors, heirs and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Nebraska. Any legal action brought with regard to this contract shall be brought only in the Lancaster County District Court in Nebraska.

11.4. Severable. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

11.5. No Waiver. The failure of either party to enforce any term or condition of this Agreement shall not be deemed a waiver thereof and shall not prevent its later enforcement.

11.6. Force Majeure. CDS shall not be liable for any failure of performance which is due to forces or circumstances beyond its reasonable control.

11.7. Notices. Any notices required to be made hereunder must be given in writing and sent via regular mail to the address provided by the parties.

11.8. Benefits of CDS. This Agreement shall insure to the benefit of CDS and its successors, heirs and assigns.

11.9. No Assignment. This Agreement may not be assigned, transferred, or encumbered by You and any attempt by You to do so shall be null and void and shall constitute a breach of this Agreement.

12. Open Source. Certain items of software are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. A list of third party Open Source Software that is used in connection with the CDS-Client is available upon request.

13. HIPAA.

13.1. To the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations related to privacy promulgated thereunder (the "Privacy Standard"), and notwithstanding anything to the contrary herein, CDS will maintain the confidentiality of Protected Health Information ("PHI") as defined by the Privacy Standard. CDS will use a 448bit encryption in flight and at rest to ensure that all information stored on the servers is protected.

13.1.1. Disclosure of PHI. CDS will use appropriate safeguards to prevent use or disclosure of PHI. If there is unauthorized use or disclosure or breach of CDS's Servers, and CDS is aware of such unauthorized use or disclosure or breach of CDS's Servers, CDS will report such to Licensee.

13.1.2. CDS will only disclose or provide PHI to the Licensee who provided or created the PHI or as provided by a court order. CDS will not provide any PHI to any third party, including any subcontractor of the Licensee. If Licensee requests CDS to disclose PHI to a third party, CDS will not comply with such a request.

13.2. Mitigation. CDS will mitigate, to the extent practicable, the harmful effect of any unauthorized use or disclosure of PHI. CDS will comply with the standards set forth under the Privacy Standard of HIPAA if there is unauthorized use or disclosure of PHI.

13.3. Termination of Agreement: Upon termination of this Agreement, CDS will destroy all PHI received, provided or created by the Licensee. If destruction of PHI is not possible, CDS will inform Licensee in writing and extend the protections of this Section to the PHI even after termination of the Agreement.

13.4. CDS agrees that its obligations may change from time to time if necessary to comply with HIPAA. The requirements of this Section will survive this Agreement.

14. Third Party Requests. CDS will not provide any information to any third parties unless there is a court order. Absent a court order, CDS will not release the information to a third party even if the request is made by the End User for CDS to release information to a third party.

YOU MUST NOW INDICATE THAT YOU AGREE TO THIS AGREEMENT. BY CLICKING "I AGREE" BELOW, YOU:

- (i) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- (ii) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT;
- (iii) AGREE TO BE BOUND BY AND TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT AND THE LICENSE FOR THE CDS-CLIENT SOFTWARE;
- (iv) AGREE THAT CDS MAY CHARGE YOUR CREDIT CARD ACCOUNT FOR THE FEES SET FORTH IN THIS AGREEMENT; AND
- (v) REPRESENT THAT ALL INFORMATION PROVIDED BY YOU TO CDS IS TRUE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

AFTER AUTHENTICATING THIS AGREEMENT/RECORD BY CLICKING THE "I AGREE/ACCEPT" BUTTON, YOU SHALL BE TRANSFERRED TO THE INFORMATION ENTRY PAGE, WHERE YOU SHALL BE PROMPTED TO ENTER YOUR CREDIT CARD NUMBER, BILLING ADDRESS, AND A USERNAME AND PASSWORD. AFTER YOU COMPLETE THE INFORMATION ENTRY PAGE YOU SHALL BE PROMPTED TO DOWNLOAD A FILE CONTAINING A COPY OF THE INSTRUCTION/HELP FILE.

IT IS STRONGLY RECOMMENDED THAT YOU PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS AT THIS TIME.

Central Data Storage, Corp.

Date: _____