Subscription Agreement
Direct Secure Messaging Services

This Subscription Agreement ("Subscription Agreement") is between Chesapeake Regional Information System for our Patients ("CRISP") and the undersigned party ("Subscriber") for a subscription to a secure messaging service as described herein. This Agreement is effective as of _____ ("Effective Date").

WHEREAS, CRISP provides a Health Information Exchange ("HIE") for Maryland; and

WHEREAS, Subscriber is a party to a Uniform Participation Agreement with CRISP for the HIE ("Participation Agreement"); and

WHEREAS, CRISP has entered into an agreement ("Technology Provider Agreement") with Secure Exchange Solutions, Inc. ("Direct Technology Provider") to make the exchange infrastructure necessary to provide secure, point-to-point messaging in accordance with the specifications set forth in the Applicability Statement for Secure Health Transport v. 1.0 located at http://wiki.directproject.org/Applicability+Statement+for+Secure+Health+Transport or any applicable successor or coincident protocol ("Direct Protocol") available, including all Updates and Upgrades provided by the Direct Technology Provider;

WHEREAS, CRISP, as a Health Information Service Provider ("HISP"), wishes to make the Direct secure, point-to-point messaging available to Subscriber and Subscriber wishes to utilize the Direct Service, all in accordance with this Subscription Agreement;

WHEREAS, this Subscription Agreement is a separate contractual arrangement from the Participation Agreement;

NOW THEREFORE, the parties hereto mutually agree to the following terms and conditions:

1. Definitions: All definitions in the Recitals are incorporated into this Subscription Agreement as substantive terms. In addition, the following definitions also apply to this Subscription Agreement:

(a) "*Applicable Law*" means the federal, state and local laws, rules, policies or regulations adopted by administrative agencies that are applicable to either CRISP or Subscriber or a party's rights and obligations under the Agreement, including, without limitation, laws, rules and regulations applicable to the confidentiality of patient records and the protected information of Individuals, such as HIPAA, the applicable statutes, rules, and regulations of the State of Maryland, as well as all applicable federal statutes, rules, and regulations such as HIPAA and HITECH (each as defined below).

(b) "*Direct Service*" means the service made available by CRISP in accordance with the Technology Provider Agreement. CRISP may establish specific standards and requirements for Subscriber's System consistent with the Direct Protocol and this Agreement

which shall be incorporated by reference when posted on the CRISP Direct Website or another website established for Direct Services and communicated to Subscriber.

(c) "*Discloser*" means Subscriber, a Subscriber User or CRISP that discloses Proprietary Information to a Receiving Party.

(d) "*Health Data*" means that information which is requested, disclosed, stored on, made available on, or sent through the Direct Service, including, but not limited to, Subscriber directory information, protected health information, individually identifiable health information, de-identified data and Limited Data Sets, all as defined in the HIPAA Regulations, and metadata.

(e) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, as amended and as implemented by the HIPAA Regulations.

(f) "*HIPAA Regulations*" means the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160, 162 and 164) promulgated by the U.S. Department of Health and Human Services.

(g) "*HITECH*" means Title XIII (the Health Information Technology for Economic and Clinical Health Act) of the American Recovery and Reinvestment Act of 2009.

(h) "*Subscriber User*" means Subscriber, if an individual and health care providers and other employees, staff, professional or medical staff, contracted medical providers, agents or other workforce members of Subscriber who have been authorized by Subscriber to utilize the Direct Service.

(i) "*Proprietary Information*" means proprietary or confidential materials or information of a Discloser in any medium or format that a Discloser labels as such or that is commonly understood to be proprietary information. Proprietary Information includes, but is not limited to (i) the Discloser's designs, drawings, procedures, trade secrets, processes, specifications, source code, system architecture, processes and security measures, research and development, including, but not limited to research protocols and findings, passwords and identifiers, new products and marketing plans (ii) proprietary financial and business information of a Discloser; (iii) information or reports provided by a Discloser to a Receiving Party pursuant to this Agreement; and (iv) Direct Service designs, drawings, procedures, trade secrets, processes, specifications, source code, system architecture, processes and security measures, research and development, including such information obtained directly or by use of the Direct Service from CRISP or from the Direct Technology Provider . Notwithstanding any label to the contrary, Proprietary Information does not include Health Data, which is governed by other provisions of this Agreement and by the Business Associate and Sub-Business Associate Agreements referred to in Section 4 (h). Confidential information also does not include information which is learned of by a Receiving Party from a third party entitled to disclose it is, already known to a Receiving Party before receipt from a Discloser as documented by Receiving Party's written records maintained in the normal course of business; or, is independently

developed by Receiving Party without reference to, reliance on or use of Discloser's Proprietary Information, as demonstrated by business records maintained in the normal course of the Receiving Party's business.

(j) "*Protected Health Information*" or "*PHI*" shall have the meaning set forth in the HIPAA Regulations.

(k) "*Provider Directory*" means a database accessible to Subscriber and Subscriber Users containing Direct email addresses of Subscriber and Subscriber Users, attributes of the Subscriber and Subscriber Users, and entities (Subscriber) of which the Subscriber User is associated. The purpose of the Provider Directory is to locate a provider/entity with whom the Subscriber or Subscriber User desires to have email communication. Provider Directory will also be deemed to include Direct addresses of other trusted sources designated by Subscriber and listed in Subscriber's Direct address book.

(l) "*Receiving Party*" means Subscriber, a Subscriber User or CRISP that receives Proprietary Information from a Discloser.

(m) "*Recipient*" means a person or organization that receives Health Data through the Network for a Permitted Purpose. Recipients may include, but are not limited to, Subscribers, and Subscriber Users.

(n) "*System*" means software, hardware, portal, platform, or other electronic medium used to send, receive, disclose or use Health Data, whether Subscriber's use is through ownership, lease, license, or otherwise.

2. Permitted Purposes for this Direct Secure Messaging Service: Subscriber agrees to send secure messages or use secure messages received by it from other Subscribing Subscribers only for the following purposes, and the other Permitted Purposes in the Participation Agreement:

(a) Treatment. Treatment of the Individual who is the subject of the PHI requested or received by the Subscriber User or Recipient, and

(b) Health Care Operations. Health Care Operations provided that (i) the requesting Subscriber User of a Subscribing Subscriber has an established Treatment relationship with the Individual who is the subject of the PHI; (ii) the purpose of the request is for those Health Care Operations listed in paragraphs (1) and (2) of the definition of Health Care Operations in 45 CFR § 164.501 or health care fraud and abuse detection with respect to use of the Network or compliance with this Agreement's requirements; and (iii) the requesting Subscriber User of the Subscribing Subscriber is requesting/accessing PHI for its own use. Subscriber shall only use the Minimum Necessary PHI for such Health Care Operations purposes.

(c) Public Health. Public Health activities and reporting, but only to the extent required or permitted by Applicable Law.

(d) Clinical Quality Measures. Reporting on such clinical quality measures. and such other measures to demonstrate "meaningful use," as specified in regulations promulgated by the Department of Health and Human Services under the American Recovery and Reinvestment Act of 2009, Sections 4101 and 4102 but only to the extent required or permitted by Applicable Law.

(e) Provider Certification. Each disclosure and each receipt of Health Data by Subscriber through Direct Service shall constitute a certification by Subscriber that Subscriber and Subscriber Users are complying with this Agreement.

3. Responsibilities of Subscriber:

(a) Comply, and ensure that each Subscriber User complies, with this Agreement.

(b) Register with CRISP as a participant in Direct Service as required by CRISP and update its information with CRISP as necessary and required.

(c) Provide such identity verification as is required by CRISP from time-to-time.

(d) Provide its own web browser and the workstations, desktops, laptops or other hardware, software, and applications as necessary to securely access the internet and the Direct Website.

(e) Verify the identity of each Subscriber User, including identity-proofing under accepted standards in the health care industry for individuals with access to PHI.

(f) Permit its registration information to be audited for consistency with other information sources.

(g) Be solely responsible for its and its Subscriber Users use, nonuse and interpretation of any messages it receives using the Direct Service, and the accuracy of any messages it sends, including those messages containing Health Information.

(h) Agree to and comply with the Technology Provider's Terms of Use, as posted on the CRISP Direct web-site, as a binding agreement solely between Subscriber and the Technology Provider. Failure to comply with the Technology Provider's Terms of Use shall be grounds for termination of this Subscription Agreement.

4. CRISP Responsibilities:

(a) Provide Subscriber with access to the Direct Service through a secure website hosted by the Direct Technology Provider ("Direct Website"). CRISP may establish additional Terms of Use, in addition to those of the Direct Technology Provider, that are

consistent with the Technology Provider Agreement and with this Subscription Agreement from time-to-time by posting on the Direct Website. Any such Terms of Use will be deemed incorporated into this Agreement by reference.

(b) Provide documentation on how to access and use the Direct Service available to Subscriber online.

(c) Provide telephone support during business hours to answer reasonable questions regarding how to use the Direct Service.

(d) Maintain all licenses necessary for Subscriber to access the Direct Service.

(e) Create and maintain for seven (7) years an audit trail of Subscriber's (including each Subscriber User) transactions.

(f) Establish file size and mailbox limits which will be posted on the CRISP's website with an explanation of what happens when the limits are exceeded. These limits may change during the term of this agreement.

(g) CRISP's role is only to facilitate the exchange of information and/or secure messages through the operation of the Direct Service, in accordance with the Technology Provider Agreement and as provided in this Subscription Agreement. Without limiting the generality of the foregoing, CRISP has no role in verifying the accuracy of any messages, nor verifying whether a Subscriber or Subscriber User is authorized to send, receive, use or disclose particular information and/or secure messages using the Direct Service.

(h) CRISP is a Business Associate of Subscriber and the Direct Technology Provider is a Sub-Business Associate of CRISP in performing their respective responsibilities as to the Direct Service. Accordingly, CRISP will function under the Business Associate Agreement attached to the Participation Agreement and the Direct Technology Provider will function under a Sub-Business Associate Agreement with CRISP in substantially the same form as the Core Technology Providers' Business Associate Agreement under the Participation Agreement when providing services pursuant to this Agreement.

5. Fees for the Direct Service: Subscriber will pay CRISP a yearly subscription fee for each twelve (12) month period beginning July 1st and ending June 30th of each year based on the number of Direct addresses issued to Subscriber at the beginning of the period, non-refundable but increased on a prorated basis for any additional Direct addresses issued during the annual period. The yearly subscription fee will be One Hundred Eighty Dollars ($180.00) per direct address issued to Subscriber by CRISP as of the Effective Date through June 30, 2014. The yearly subscription fee will automatically increase to Two Hundred Forth Dollars ($240.00) per direct address effective on July 1st 2014. Beginning on July 1, 2015, CRISP may increase the yearly subscription fee based on market considerations and inflation, so long as notice of the increase is provided to Subscriber in writing by May 1 of the relevant year. If any effective increase on or after July 1, 2015 is unacceptable to Subscriber, Subscriber will have a special right to terminate this agreement as of the effective date of the increase by providing written

notice to CRISP within thirty (30) days of receipt of notice of the increase. Subscription fees will be due within thirty (30) days of Subscriber's receipt of a statement.

6. Use of Health Data and Network.

(a) Agreement. Subscriber's use of Health Data transmitted via the Direct Service shall be governed by this Agreement, and, if Subscriber is a covered entity or a business associate of a covered entity, by the BAA attached as Exhibit A and all Applicable Law.

(b) Permitted Future Uses. Recipients may retain, use and re-disclose Health Data received via the Direct Service in accordance with Applicable Law, the BAA and the recipient's policies and procedures.

(c) Access of Health Data by CRISP. CRISP shall only access Health Data for the express purpose of connecting the Subscribers, facilitating the delivery or receipt of the Health Data using the Direct Service on behalf of such Subscribers, transmittal or delivery of messages for a Permitted Purpose pursuant to the Participation Agreement, providing telephone level help desk services, and otherwise fulfilling its obligations under the Agreement. CRISP does not have any ownership in any of the content, including any text, data, information, images, sound, video or other material, that Subscriber may send, store or receive via the Direct Service. CRISP's access to Health Data for any purpose shall be in accordance with the Business Associate Agreement referred to in Section 4 (h).

(d) Impermissible Purposes. Subscriber shall not use the Direct Service or permit any Subscriber User to use the Direct Service to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any Applicable Law or legal obligation, or for purposes that may create civil or criminal liability in Subscriber or CRISP, including but not limited to: (i) uses which are defamatory, deceptive, obscene, or otherwise inappropriate; (ii) uses that violate or infringe upon the rights of any other person, such as unauthorized distribution of copyrighted material; (iii) "spamming," sending unsolicited bulk e-mail or other messages on the Network or sending unsolicited advertising or similar conduct; (iv) threats to or harassment of another; (v) knowingly sending any virus, worm, or other harmful component; (vi) attempt to gain unauthorized access to CRISP's or any Subscriber's computer system; (vii) impersonating another person or other misrepresentation of source; (vii) any action in violation of HIPAA or state laws relating to the privacy of an individual's medical information..

(e) Other Prohibited Purposes. Subscribers or Subscriber Users may not access or use the Health Data or any Proprietary Information of another party via the Direct Service to compare patient volumes, practice patterns, or make any other comparison, unless Subscriber enters into a separate data sharing agreement with the other Subscriber(s) that is the source of the data.

7. Requests by CRISP. CRISP may request information from Subscriber related to potential breach, security or technical issues, and Subscriber shall not unreasonably refuse to provide information for such purposes. Notwithstanding the preceding sentence, in no case shall

Subscriber be required to disclose PHI to CRISP in violation of Applicable Law. Any information, other than Health Data, provided by Subscriber to CRISP in accordance with this Section 7 shall be treated as Proprietary Information as described in this Agreement, unless agreed otherwise.

8. Requirements for Subscribers.

(a) Compliance. All use of the Direct Service by Subscriber and Subscriber Users shall comply with this Agreement and Applicable Law. Nothing in this Agreement shall require a disclosure of PHI that is contrary to Applicable Law. Subscriber and Subscriber Users shall be solely responsible for their use of the Direct Service and Health Data sent or received via such Service and maintaining patient medical records, as applicable, in accordance with Applicable Law.

(b) Confidentiality. Subscriber agrees to comply with all Applicable Law governing confidentiality, privacy, disclosure and sharing of PHI and other data in its use of the Direct Service. This includes, but is not limited to, Maryland privacy laws, HIPAA and HITECH.

(c) Cooperation by Subscribers in Service Evaluations. Subscriber shall cooperate in studies conducted from time to time by CRISP or its agent related to various issues surrounding the Direct Service, including the efficacy and usefulness of the Service. Such cooperation shall include, but not be limited to, participation in interviews, the completion of surveys, and the submission of other written or oral evaluations.

(d) No Ownership in Direct Technology. Subscriber and Subscriber Users have the right to access and use the Direct Service as specified in this Agreement. However, neither Subscriber nor Subscriber Users acquire and ownership, license, sub-license or other rights in the Direct Service or in its underlying technology under this Agreement, either to the extent owned, licensed or provided by CRISP or owned, licensed or provided by the Direct Technology Provider.

9. Security.

(a) Safeguards. CRISP and Subscriber shall each be responsible for maintaining a secure environment that supports access to, use of, and the continued development of the Direct Service, and shall use appropriate safeguards to prevent use or disclosure of Health Data by such party other than as permitted by this Agreement. Subscribers shall also adhere to privacy and security best practices with respect to enterprise security.

(b) Malicious Software. Subscriber and CRISP shall use commercially reasonable efforts to ensure that the information and Health Data being transmitted using the Direct Service and any method of transmitting such information and Health Data shall not introduce any viruses, worms, unauthorized cookies, Trojans, malicious software, “malware,” or other program, routine, subroutine, or data designed to disrupt the proper operation of the Direct Service or any part thereof, or any hardware or software used by Subscriber or CRISP in

connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, shall cause the Direct Service or any part thereof or any hardware, software or data used by Subscriber or CRISP in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable.

10. Breach Notification. Each party shall report to the other any serious breach of confidentiality or security with respect to Health Data of which it becomes aware. This Section shall not be deemed to supersede or relieve a party's obligations (if any) under relevant security incident, breach notification or confidentiality provisions of this Agreement and Applicable Law, including CRISP's obligations under the Business Associate Agreement referred to in Section 4 (h).

11. Disclaimers.

(a) Accuracy of Health Data. Nothing in these Terms and Conditions shall be deemed to impose responsibility or liability on CRISP related to the clinical accuracy, content or completeness of any Health Data provided pursuant to these Terms and Conditions.

(b) Incomplete Medical Record. Subscriber acknowledges that Health Data received via Direct Service may not include the Individual's full and complete medical record or history.

(c) Reliance on Health Data Availability. Subscriber acknowledges that CRISP cannot provide any assurance that another Subscriber will read and/or reply to a request for Health Data at all or in a timely manner and therefore Subscriber shall not rely upon the availability of another Subscriber's or provider's Health Data. Subscriber is responsible for developing and maintaining backup procedures to be used in the event of a failure or unavailability of the Direct Service, and is responsible for implementing any such backup procedures, as determined necessary by Subscriber.

(d) Carrier Lines. Subscriber acknowledges that the exchange of Health Data via the Direct Service may be provided over various facilities and communications lines, and information shall be transmitted over local network and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which may be beyond Subscriber's or CRISP's control. CRISP assumes no liability for or relating to any delay, failure, interruption, interception, loss, transmission, or corruption of Health Data or other information attributable to transmission over such carrier lines.

12. Proprietary Information. Each Receiving Party shall hold Proprietary Information of the other party or of another Subscriber in confidence and agrees that it shall not, during the term or after the termination of this Agreement, redisclose to any person or entity, nor use for its own business or benefit, any information obtained by it in connection with this Agreement, unless such use or redisclosure is permitted by the terms of these Terms and Conditions and Applicable Law. Proprietary Information may be redisclosed under operation of law, provided that the Receiving Party immediately notifies the Discloser of the existence, terms and

circumstances surrounding such operation of law to allow the Discloser its rights to object to such disclosure. If after Discloser's objection, the Receiving Party is still required by law to redisclose Discloser's Proprietary Information, it shall do so only to the minimum extent necessary to comply with the operation of the law and shall request that the Proprietary Information be treated as such.

13. Limitation of Liability. Neither party will be liable to the other for indirect, special, incidental, exemplary or consequential (including but not limited to loss of profit or goodwill) damages of any kind in connection with or arising out of the furnishing, performance or use of the Direct Service, whether alleged as arising under a breach of contract, tort or other legal theory, even if party has been advised of the possibility of such damages. In addition, neither party will be liable for any damages caused by delay in transmitting a message using the Direct Service or for responding to a message received through the Direct Service. Each party's liability under this agreement for any direct damages of any kind will not exceed an amount equal to the fees paid or payable by Subscriber to CRISP under this Agreement in the preceding twelve (12) months.

14. Warranty. CRISP represents and warrants to Subscriber that: (i) CRISP has the authority to enter into this Agreement; (ii) CRISP will provide and manage the Direct Service in a professional and workmanlike manner. CRISP's exclusive obligation, and Subscriber's exclusive remedy, in the event of a breach of the warranties in this Agreement will be for CRISP to re-perform the applicable services not in compliance with this warranty, provided CRISP receives written notice from Subscriber of such breach within thirty (30) calendar days after such services were originally performed. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 14, CRISP MAKES NO EXPRESS OR IMPLIED WARRANTIES TO PARTICIPANT REGARDING THE DIRECT SERVICE, THE HEALTH DATA MADE AVAILABLE THROUGH THE DIRECT SERVICE OR OTHERWISE REGARDING THIS AGREEMENT. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. CRISP DOES NOT WARRANT THAT THE DIRECT SERVICE WILL OPERATE ERROR FREE, THAT IT WILL OPERATE UNINTERRUPTED, THAT IT WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE NOT LICENSED OR SUBLICENSED BY CRISP OR THAT ANY DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR AN EXPRESS PURPOSE OR FOR USE, QUIET ENJOYMENT, ACCURACY OF THE DATA OR NON-INFRINGEMENT. THE DIRECT SERVICE AND THE HEALTH DATA MADE AVAILABLE BY SUBSCRIBERS THROUGH THE DIRECT SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE." EACH OF SUBSCRIBER AND CRISP DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELCOMMUNICATIONS OR INTERNET SERVICE PROVIDERS, OR OTHER THIRD PARTIES OR DUE TO HARDWARE OR SOFTWARE FAILURES.

15. Term and Termination.

(a) This Agreement shall commence on the Effective Date, continue for a term of one year, and automatically renew for additional one-year terms, unless earlier terminated as set forth in this Agreement or unless one party provides written notice to the other party at least 30 days prior to any renewal date.

(b) In the event that either party materially defaults in the performance of any of its obligations under this Agreement and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, the non-defaulting party may, by giving written notice to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Without limiting the foregoing, CRISP may suspend Subscriber's use of the Direct Service on notice to Subscriber to investigate any possible breach of this Agreement by Subscriber or a Subscriber User for a period not to exceed ten (10) business days.

(c) In the event that: (i) Subscriber fails to make any undisputed fees due to CRISP hereunder within ten (10) days after written notice of non-payment is received from CRISP to Subscriber; or (ii) an involuntary petition in bankruptcy is filed against Subscriber or CRISP and is not dismissed within ninety (90) days; or (iii) Subscriber or CRISP files a voluntary petition in bankruptcy or seeks other relief under the Federal bankruptcy laws; or (iv) a receiver is appointed for Subscriber and such appointment is not removed or discharged within ninety (90) days; then this Agreement shall terminate immediately on notice from the unaffected party.

(d) CRISP may terminate this Agreement on notice at any time (i) in the event that the Participation Agreement between CRISP and Subscriber terminates for any reason; (ii) in the event that CRISP ceases to provide the Direct Service, on no less than ninety (90) days advance notice to Subscriber; and (iii) in the event that CRISP's agreement with the Direct Technology Provider terminates for any reason, as of the effective date of termination of the Direct Technology Provider Agreement.

16. Miscellaneous.

(a) Taxes. CRISP's fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use occupational, or like taxes now in force or enacted in the future, and Subscriber shall pay any tax (excluding taxes on CRISP's net income) that CRISP may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items or services provided pursuant to these Terms and Conditions.

(b) Third-Party Fees and Charges. Subscriber shall be solely responsible for any other charges or expenses Subscriber may incur to access or use the Direct Service.

(c) Notices. All notices to be made under this Agreement shall be given in writing to the appropriate party's representative at the address listed in the signature blocks of this Agreement and shall be deemed given: (i) upon delivery, if personally delivered; (ii) upon the date indicated on the return receipt, when sent by U.S. Postal Service Certified Mail, return receipt requested; or (iii) if by nationally recognized overnight courier service that has the

capability to track the notice, upon receipt. A party may change its address for receiving notices by written notice to the other party.

17. Governing Law; Venue. The laws of the State of Maryland shall govern this Agreement, without regard to its conflicts of law provisions. The venue of any action will be in the state or federal courts for Baltimore County, Maryland.

18. Changes to Applicable Law. In the event of any new legislation or regulations, amendments to government regulations or administrative rules, or binding interpretations by regulatory agencies or courts that become effective after the Effective Date of this Agreement and that in the judgment of CRISP reasonably require amendment of this Agreement, CRISP will provide a proposed amendment to this Agreement to Subscriber in writing, including the effective date of the proposed amendment. If Subscriber does not agree with the proposed amendment, Subscriber will have a special right to terminate this Agreement as of the effective date specified in the notices, by providing CRISP with written notice of Subscriber's exercise of this special right of termination before the effective date of the amendment. If Subscriber does not provide such notice in a timely manner, the proposed amendment will be effective, as if mutually agreed to by CRISP and the Subscriber.

19. Assignment. Subscriber may not assign this Agreement, in any respect, without the prior written consent of CRISP, which consent shall not be unreasonably withheld.

20. Severability. If any term or condition of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

21. Force Majeure. A party shall not be deemed in violation of any provision of this Agreement (other than Subscriber's payment of fees due to CRISP) if it is prevented from performing any of its obligations by reason of: (i) severe weather or storms; (ii) earthquakes or other disruptive natural occurrences; (iii) strikes or other labor unrest; (iv) power failures; (v) nuclear or other civil or military emergencies; (vi) terrorist attacks; (vii) acts of legislative, judicial, executive, or administrative authorities; or (viii) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under Applicable Law.

22. Waiver. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

23. Entire Agreement. The Agreement and any other matter incorporated into this Agreement by reference constitute the entire agreement between the parties with regard to the subject matter of the Agreement and supersede all previous communications, whether oral or written, between the parties with respect to such subject matter.

24. Other Amendments. Except as set forth in Section 18, this Agreement may be amended only by an instrument in writing signed by the party against whom the change, waiver, modification, extension, or discharge is sought, unless otherwise indicated in this Agreement.

25. Relationship of the Parties. The parties are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture among the parties. No party hereto shall have any authority to bind or make commitments on behalf of one another, nor shall any such party hold itself out as having such authority.

26. Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance by the parties shall so survive the completion of the performance, expiration, or termination of this Agreement.

27. Counterparts. This Agreement may be may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the Effective Date specified at the beginning of this Agreement.

"CRISP"

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

"Subscriber"

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

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Addresses for Notice

For notices to CRISP:

For notices to Subscriber: