SAFE™ VENDOR PARTNER AGREEMENT

This SAFE-BioPharma Vendor Partner Agreement (the "Agreement") is made effective as of _____, 2008, by you as a Vendor Partner of the SAFE-BioPharma Association ("SAFE-BioPharma"), a not-for-profit non-stock Delaware corporation. By executing this Agreement, Vendor Partner agrees to be bound by the terms and conditions of this Agreement.

SAFE-BioPharma established the Vendor Partner Program (the "Program") to promote and encourage the development of products and services aimed at facilitating secure, reliable, interoperable, and enforceable electronic signatures and business-to-regulator communications. (*See* Program Features detailed in Exhibit B.) To that end, SAFE-BioPharma has created a product certification process. SAFE-BioPharma certification of Vendor's product is a prerequisite to the use of any SAFE-BioPharma trademarks on products or product packaging.

By executing this Agreement, Vendor Partner acknowledges executing and understanding the SAFE-BioPharma Trademark License Agreement ("STLA"), which, together with the SAFE-BioPharma Brand Usage Guidelines ("SBUG"), governs any and all uses of the SAFE-BioPharma Trademark(s), as defined by the STLA. Vendor Partner agrees to be bound by the terms and conditions of both the STLA and the SBUG, and further agrees that nothing in this Agreement shall be construed in a manner that would contradict the terms and conditions of the STLA and the SBUG.

VENDOR INFORMATION:

Address: _____

_____

_____

_____

Billing Contact: _____

Title: _____

Phone: _____

Fax: _____

Email Address: _____

_____

Principal Contact Person: _____

Title: _____

Phone: _____

Email Address: _____

Initial Term: _____.

Vendor Tax ID Number: _____

Vendor Web Site: _____

The Parties have caused their duly authorized representatives to execute this Agreement.

_____ **(VENDOR)**	**SAFE-BIOPHARMA ASSOCIATION (SAFE-BioPharma)**
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

SAFE-BioPharma™ VENDOR PARTNER AGREEMENT

1. Trademarks

Without regard to whether SAFE-BioPharma has certified any product or service offered by Vendor Partner, Vendor Partner may use the SAFE-BioPharma Trademark(s) on Vendor Partner's website and in Vendor Partner's Materials, according to the definitions, terms, and conditions of the STLA and the SBUG. By entering into this Agreement with SAFE-BioPharma, however, Vendor Partner acknowledges and covenants that, before affixing the SAFE-BioPharma Trademark(s), as defined by the STLA, to a product and/or product packaging, Vendor Partner's product must be certified by SAFE-BioPharma according to Section 2 of this Agreement.

2. Certification

(a) **Certification.** SAFE-BioPharma certification consists of an initial self-testing process by the Vendor that will be used to show compliance with the SAFE-BioPharma Product Certification Specification (the "Specification"). SAFE-BioPharma, at its sole discretion, may amend the Specification at any time to add, delete, or modify any provisions, including, without limitation, requiring SAFE-BioPharmacertification in order to continue participation in the Vendor Partner Program. SAFE-BioPharma will notify Vendor Partner of any substantive amendment of the Specification.

(b) **Self-Testing**. The SAFE-BioPharma Product certification process comprises: (A) Vendor submission to SAFE-BioPharma of a complete and accurate application for self-certification, (B) acceptance or rejection of that application by SAFE-BioPharma, in its sole discretion, (C) testing of the product by Vendor, (D) submission of the results of such testing to SAFE-BioPharma in the form of a test report as directed by the Specification, and (E) certification or rejection of the product, in SAFE-BioPharma's sole and exclusive discretion. Any such products accepted as self-certified by SAFE-BioPharma shall allow Vendor to affix the "SAFE-BioPharma Certified" mark to the self-certified product.

(c) **Post-Certification.** After a Vendor Partner's product or service becomes certified by SAFE-BioPharma and is used in commerce in connection with the SAFE-BioPharma Trademark(s), Vendor Partner must ensure that its certified product or service remains at all times in compliance with the Specification. SAFE-BioPharma shall have the right to inspect from time to time, as reasonably necessary, Vendor Partner's commercially available products and services that are SAFE-BioPharma certified in order to ensure compliance with the Specification and this Agreement.

If SAFE-BioPharma determines that a previously certified product or service that is used in commerce in connection with the SAFE-BioPharma Trademark(s) is no longer in compliance with the Specification, then SAFE-BioPharma shall notify Vendor Partner and provide Vendor Partner with thirty (30) days to bring the product or service back into compliance with the Specification,. Where the non-compliant product or service has already been sold or otherwise distributed bearing the SAFE-BioPharma Trademark(s), Vendor Partner will take commercially reasonable actions to offer corrective modifications, including, but not limited to, software upgrades, at no charge to purchasers of the product or service. If Vendor Partner fails to bring the product or service back into compliance with the Specification within thirty (30) days, SAFE-BioPharma shall have the right to announce publicly that the product or service is not in compliance and pursue any remedies enumerated in the STLA. The remedies in this Section 2 are not exclusive and shall not serve to limit Vendor Partner's liability to any third party or its obligations under Section 4 of this Agreement.

If Vendor Partner modifies a previously certified product or service in any way from the form in which it existed at the time it was certified to be in compliance with the Specification, Vendor Partner, at its sole expense, shall perform a supplemental review to confirm continued compliance with the Specification and shall provide the results of that review to SAFE-BioPharma.

3. Vendor Partner Program Fees

(a) The annual fee for the Vendor Partner Program shall be as set forth in Exhibit A. Before renewing the term of this Agreement, SAFE-BioPharma, at its sole discretion, may amend Exhibit A to add, delete, or modify any provisions. SAFE-BioPharma will notify Vendor Partner of any substantive amendment of Exhibit A.

(b) All annual fees shall be paid by Vendor Partner to SAFE-BioPharma within thirty days after the Effective Date (or anniversary of the Effective Date), or, if invoiced for such annual fees, within thirty (30) days of the date of the invoice. A late payment penalty on any fees not paid when due may be assessed by SAFE-BioPharma, at its sole discretion. All payments hereunder shall be made in lawful United States currency and shall in no case be refundable. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of SAFE-BioPharma) which are imposed by or under the authority of any government or any political subdivision thereof on the fees or any aspect of this Agreement shall be borne by Vendor Partner and shall not

be considered a part of a deduction from or an offset against the fees due to SAFE-BioPharma.

4. Indemnification.

Vendor Partner agrees to hold harmless, indemnify and defend SAFE-BioPharma, and its directors, officers, and employees, from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Vendor Partner's breach of any terms and conditions of this Agreement, the STLA, or the SBUG or (ii) Vendor Partner's marketing, sale or distribution of products or services under this Agreement, including, but not limited to claims relating to defective products, incompatibility with the Specification, or any other product liability claim.

5. Term and Termination

(a) The term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term") provided, however, that SAFE-BioPharma or Vendor Partner shall have the right to terminate this Agreement with or without cause upon thirty days prior written notice. Prior to the expiration of the Initial Term or the current renewal term, SAFE-BioPharma shall invoice Vendor Partner for a renewal term of one (1) year commencing on the anniversary of the Effective Date. This Agreement shall then be renewed upon payment by Vendor of the invoice.

(b) Upon any termination or expiration of this Agreement, Vendor Partner agrees to be bound by the termination provisions of the STLA.

6. Confidentiality

All confidential information in whatever form disclosed by one Party to the other Party shall be treated as confidential by the recipient and shall not be used or disclosed other than for the performance of its obligations under this Agreement without the prior written consent of the other Party. Each Party shall be permitted to disclose relevant aspects of another Party's Confidential Information to its officers, directors, and employees, but only to the extent such disclosure is reasonably necessary for the performance of his, her or its duties and obligations under this Agreement. The provisions of this Section 6 shall survive any expiration or termination of this Agreement and/or the STLA.

7. General

(a) **Survival.** Sections 4, 6, and 7 and any other provisions that by necessary implication are intended to survive the termination of this Agreement, shall survive any termination and expiration of this Agreement.

(b) **Entire Agreement.** This Agreement, along with the STLA, the SBUG, and the Exhibits referred to herein (incorporated herein by this reference), constitutes the complete, final and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and negotiations, both written or oral, among the Parties with respect to the subject matter hereof. Except as expressly provided for herein, no modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of all parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

(c) **Governing Law and Jurisdiction**. This Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of New York.

(d) **No Warranty.** VENDOR PARTNER ACKNOWLEDGES THAT THE SAFE-BioPharma TRADEMARK(S) (INCLUDING ANY MARKS INVOLVING PRODUCT CERTIFICATION) ARE ALL PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SAFE-BioPharma EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY CERTIFICATION PROVIDED UNDER THIS AGREEMENT DOES NOT GUARANTEE INTEROPERABILITY WITH ANY OTHER PRODUCT OR SERVICE.

(e) **Limitation of Liability.** EXCEPT FOR AN INDEMNIFICATION OBLIGATION UNDER SECTION 4, IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SAFE-BioPharma's TOTAL

CUMULATIVE LIABILITY TO VENDOR (INCLUDING LIABILITY TO ANY PERSON WHOSE CLAIMS ARE BASED ON OR DERIVED FROM RIGHTS CLAIMED BY VENDOR), WITH RESPECT TO ALL CLAIMS AT ANY TIME ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000). EXCEPT FOR AN INDEMNIFICATION OBLIGATION UNDER SECTION 4, IN NO EVENT WILL VENDOR'S TOTAL CUMULATIVE LIABILITY TO SAFE (INCLUDING LIABILITY TO ANY PERSON WHOSE CLAIMS ARE BASED ON OR DERIVED FROM RIGHTS CLAIMED BY SAFE), WITH RESPECT TO ALL CLAIMS AT ANY TIME ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EXCEED FIVE MILLION DOLLARS ($5,000,000).

(f) **Notices.** All notices, requests, and other communications to any Party shall be in writing (including telecopy, electronic mail, or similar writing) and shall be given,

If to SAFE-BioPharma:

SAFE-BioPharma Association
Attention: Contracts Administration
2 Executive Drive
Suite 850
Fort Lee, NJ 07024

with a copy to:

Randy V. Sabett
Sonnenschein Nath & Rosenthal LLP
1301 K Street, NW
Washington, D.C. 20005
United States of America

If to Vendor:

_____

_____

_____

Attention:_____

Each such notice, request, or other communication shall be effective (a) if given by telecopy or electronic mail, when such telecopy or electronic mail is transmitted to the telecopy number or the e-mail address and evidence of receipt is received or (b) if given by any other means, upon delivery or refusal at the address specified in this Section 7. Any Party may give notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

(g) **No Agency or Partnership.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship, or as granting a franchise.

(h) **No Rule of Strict Construction.** Regardless of which Party may have drafted this Agreement, no rule of strict construction shall be applied against any Party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

(i) **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

EXHIBIT A

FEES

A.1 Partner Program Fee

SAFE-BioPharma requires all vendor partners to pay an annual fee to SAFE-BioPharma Association. Vendor Partners will be billed an annual partnership fee of $10,000.

EXHIBIT B

VENDOR PARTNER PROGRAM FEATURES

B.1 Vendor Partner Program Features

SAFE-BioPharma Association provides its Vendor Partners with the following:

B.1.1 Access to SAFE-BioPharma Policies and Procedures

The following SAFE documentation suite will be provided via www.safe-biopharma.org

- SAFE-BioPharma Product Certification Program Specification
- SAFE-BioPhama Cross-Certification Guideline
- SAFE-BioPharma Electronic Identity Management Functional Process Guidelines
- SAFE-BioPharma Digital Signature Use & Verification Functional Process Guidelines
- SAFE-BioPharma Change Management Process
- SAFE-BioPharma Compliance Process
- SAFE-BioPharma Certificate Policy
- SAFE-BioPharma Certificate, CRL and OCSP Profile Guidance
- SAFE-BioPharma Functional Specifications
- SAFE-BioPharma Enabled Application Technical Specification
- SAFE-BioPharma End-User Systems Technical Specification
- SAFE-BioPharma Machine Systems Technical Specification
- SAFE-BioPharma Registration and Certificate Management Technical Specification

B.1.2 Marketing and Communications Documentation

SAFE-BioPharma is committed to supporting its Vendor Partners in marketing and communicating its SAFE-BioPharma enabled products and services to the BioPharmaceutical and Healthcare communities. Vendor Partners will receive access to the following Marketing and Communications documentation via www.safe-biopharma.org:

- Press Release announcing participation in the SAFE-BioPharma Vendor Partner Program
- Access to SAFE-BioPharma Vendor Partner Homepage. Members will be able to hyperlink from SAFE-BioPharma Partner Homepage to Partner's company website.
- Partner may display a link to the SAFE-BioPharma Website that has their logo under Partners section as a "Vendor Partner Program Participant."
- SAFE-BioPharma promotion and awareness of one Vendor Forum to SAFE-BioPharma Members to allow Vendor to profile/promote Vendor's certified products.

- Ability to use SAFE-BioPharma Brochure collateral to support Sales and conference activities.
- Participate in Promotional editorials in the SAFE-BioPharma monthly newsletter.
- Notification of SAFE-BioPharma promotional programs and events (Conferences, Member enrollment events, annual member meetings).
- Access to SAFE-BioPharma Marketing materials including FAQ's and Introduction and Overview presentations.

B.1.3 Implementation Workshops

Vendor Partners will be able to participate in (at expense of Vendor company) scheduled SAFE-BioPharma Implementation workshops.

The objective of the workshop is to provide Partners with the education, knowledge transfer and tools to support SAFE-BioPharma member company needs including information to:

1. Enable SAFE-BioPharma products to meet the SAFE-BioPharma specifications and prepare for Product Certification testing.

2. Educate sales resources on the business rationale and sales tactics for SAFE-BioPharma sales alignment to their customers.

3. Gain an in-depth understanding of the technical, operations, regulatory compliance, certification, and marketing communications features of the SAFE-BioPharma standard.

B.1.4.1 SAFE-BioPharma Technical Working Group

The STWG is responsible for the management of the SAFE-BioPharma rules, development of new technologies and the evolution of the SAFE-BioPharma credentialing model. It is also responsible for certification and cross-certification and for the technical aspects of SAFE-BioPharma member collaborative projects.

Vendor Partners may participate in the SAFE-BioPharma Technical Working Group (STWG). The STWG will coordinate changes to the technical standards. It will also support federal bridge cross certification and issuer certification. It will assess other technical standards development against the SAFE-BioPharma standard and recommend changes to the PAA. This working group will liaise with issuers, , potential members and others requiring technical advice/support.

Vendor Partners are encouraged to voice opinions and to contribute on occasion as invited speakers. However, voting and leadership positions (chair and co-chair) are restricted to SAFE-BioPharma members.

B.1.4.2 Product Certification Support

The SAFE-BioPharma Product Certification Program Specification provides guidance to SAFE-BioPharma Vendor Partners wishing to certify their products with SAFE-BioPharma.

B.1.4.3 Post-Certification Support

Once a Vendor Partner's product has been certified by SAFE-BioPharma, said Vendor Partner may affix the SAFE-BioPharma Trademark(s) on the product and/or product packaging according to the terms and conditions of the STLA.