chiefofstaff.com®

SUBSCRIPTION AGREEMENT

This Subscription Agreement, dated _____ (the "Effective Date"), is between Chiefofstaff.com LLC, a New York limited liability company ("Provider"), and _____, on behalf of itself and its subsidiaries set forth on Annex A, as applicable (collectively, "Customer").

1. **Definitions.**
   a. "Advisory Services" means Provider's advisory services, as specified in Annex A.
   b. "Customer Data" means data in electronic form input by, or otherwise collected from, Customer through the Service.
   c. "Plan" means the Service plan selected by Customer, as set forth on Annex A.
   d. "Service" means (i) online access to the Software, (ii) the Advisory Services and (iii) any ancillary services specified in Annex A.
   e. "Software" means Provider's online chiefofstaff.com system provided at www.chiefofstaff.com, including updates.
2. **Service.**
   a. **Provision of Service.** Provider will provide the Service to Customer. Customer's Plan is designated in Annex A.
   b. **Use of Service.** Customer shall not permit anyone other than its employees (or any contractors or consultants who support its business operations) to use the Software. Customer shall use the Software only in accordance with the operating instructions and procedures provided from time to time by Provider.
3. **Charges for Service.**
   a. **Service Fees.** Customer will pay Provider the applicable Service fees for Customer's Plan, as set forth in Annex A.
   b. **Effective Date.** The Service Fees will begin accruing on _____.
   c. **Taxes.** Customer will be responsible for payment of any and all sales, value added, use, and other similar taxes or charges levied by any governmental, statutory, or regulatory authority in connection with Provider's providing the Service hereunder. Provider shall consult with Customer before charging for any such taxes, and the parties will cooperate to determine the amounts due, if any.
   d. **Late Payments.** For any undisputed amounts that are thirty (30) days or more past due hereunder, Customer shall pay to Provider, on demand, interest, at a rate equal to the lesser of (x) 1% per month and (y) the maximum rate permitted by applicable law, from the date an invoice is past due to the date of actual payment.
4. **Intellectual Property.**
   a. **Provider Materials.** Customer agrees that the Software and all related users' guides and documentation provided by Provider (the Software and such related users' guides and documentation, collectively being the "Provider Materials"), including all copies thereof, and all copyright and all other intellectual property rights in or relating to the Provider Materials are and shall, as between the parties, remain the property of Provider. Customer, acting itself and with its contractors and consultants, may use the Provider Materials only in the ordinary course of its internal business.
   b. **No Transfer.** Customer may not copy, sell, transfer, rent, share, modify, reverse engineer, decompile, or translate into any language the Provider Materials, or use the Provider Materials or

the Service to operate a service bureau for other users, except that Customer may make copies of the Provider Materials as reasonably necessary for Customer to have access to and use of the Service in accordance with this Agreement.

c. **Unauthorized Disclosure.** Customer shall notify Provider promptly upon any unauthorized disclosure, use, or copying of the Provider Materials of which Customer becomes aware.

d. **Return of Provider Materials.** Upon the termination of this Agreement, except as otherwise provided herein, Customer shall return the Provider Materials and all copies thereof to Provider or, at the request of Provider, destroy same and certify as such in writing to Provider.

5. **Limitation on Liability.**

a. **No Express Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 5, THE SERVICE IS PROVIDED "AS IS," AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR INTERRUPTION.

b. **Limits.** IN NO EVENT: (A) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE LESSER OF (X) US$10,000 AND (Y) THE AGGREGATE SERVICE FEES PAID HEREUNDER; AND (B) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, PROVIDER WILL NOT BE LIABLE FOR ANY FAULT, DELAY, OR INTERRUPTION TO THE SERVICE OR FOR ANY LOSS OR DAMAGE THAT IS ATTRIBUTABLE TO ANY DATA, INFORMATION, EQUIPMENT OR SOFTWARE NOT SUPPLIED BY PROVIDER.

6. **Confidentiality.** All information provided by either party to the other in connection with the Advisory Services, including, without limitation, the Customer Data, will constitute "Confidential Information." Except as otherwise permitted by this Agreement, neither party (in such capacity, the "Receiving Party") shall disclose the Confidential Information without the prior written consent of the other party (in such capacity, the "Disclosing Party"); provided, however, that the Receiving Party may disclose the Confidential Information to its directors, officers, employees, managers, contractors, agents, attorneys, auditors, insurers and representatives. The foregoing will not prevent the Receiving Party from disclosing information that (i) belongs to the Receiving Party or is already known by the Receiving Party, free of any other confidentiality obligation owed to the Disclosing Party, (ii) is publicly known or becomes publicly known through no unauthorized act of the Receiving Party, (iii) is rightfully received from a third party who is not subject to any obligation of confidentiality directly or indirectly owed to the Disclosing Party, or (iv) is independently developed without use of the Disclosing Party's Confidential Information. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, the Receiving Party may disclose the Confidential Information pursuant to such requirement; provided, however, that the Receiving Party shall, to the extent reasonably practicable, provide the Disclosing Party with prior notice of such requirement and coordinate with the Disclosing Party, at the Disclosing Party's expense, in an effort to limit the nature and scope of such required disclosure.

7. **Data Protection.**

a. **Safeguards.** Provider shall exercise reasonable care for the protection of Customer Data and shall maintain reasonable data integrity safeguards against the deletion or alteration of Customer Data. Safeguards include regular backups of customer data.

b. **Security.** Provider shall employ appropriate methods, including, as applicable, encryption and secure communication lines, to minimize the risk of unauthorized persons accessing Customer

Data through the Internet or communications lines. In the event of a security breach, Provider's responsibility is limited to investigating the breach and taking reasonable steps to halt it.

8. **Data Management.**

   a. **Return of Data.** In connection with any cancellation of the Service, Provider shall, at Customer's option, (x) return all Customer Data in such form as Customer may reasonably request or (y) destroy same. Provider may charge Customer its standard rates for such services, as well as for any additional transitional services that may be requested by Customer.

   b. **Data Retention.** Notwithstanding anything to the contrary in Section 8(a), Provider may retain and use Customer Data, during and after the Term (as defined below), in an anonymous or redacted format for planning and analysis.

   c. **Data Erasure.** Provider is not required to retain Customer Data for more than 60 days following the termination of this Agreement. After such 60-day period, Provider may permanently erase any Customer Data.

9. **Term; Termination.**

   a. **Term.** Subject to the cancellation provisions below, this Agreement will start on _____ and will end on the date it is terminated in accordance herewith (such period being the "Term"). The term will automatically renew for an additional year unless written cancellation is received not later than 90 days prior to the then current term's expiration date.

   b. **Termination for Cause.** The Service may be cancelled at any time in the event that: (a) any Service Fees hereunder are more than thirty (30) days past due, and such nonpayment is not cured within fifteen (15) days after Provider notifies Customer of the nonpayment (it being understood that cancellation for such cause is solely Provider's option); or (b) either party is in material breach of this Agreement, and such breach is not cured or otherwise reasonably remedied within thirty (30) days after the non-breaching party notifies the breaching party of the breach (it being understood that cancellation for such cause is solely the non-breaching party's option).

   c. **Survival.** Except as expressly provided in this Agreement, termination of this Agreement will not affect or impair (x) any accrued remedies or liabilities of either party or (y) any provision of this Agreement that is intended to come into force or continue in force on or after such termination.

10. **Non-solicitation.** During the Term and for twelve (12) months thereafter, neither party shall (x) solicit any of the other party's employees or independent contractors who have provided, or participated in the use of, the Service (each such employee or independent contractor of the other party being, a "Covered Person") to consider alternate employment or (y) employ any such Covered Person.

11. **Notices.** All notices and other communications provided for herein shall be dated and in writing and shall be deemed to have been duly given (x) on the date of delivery, if delivered personally, receipt confirmed, (y) on the following business day, if delivered by a nationally recognized overnight courier service, or (z) three business days after mailing, if sent by registered or certified mail, return receipt requested, postage pre-paid, in each case to the party to whom it is directed at the following address (or at such other address as such party hereafter specifies by notice in writing to the other party hereto):

    (i) If to Provider, to it at the following address:

    Chiefofstaff.com, LLC
    750 Main Street, Suite 319
    Hartford, CT 06103
    United States of America
    Attention: Robert Epner

(ii) If to Customer, to it at the following address:

_____
_____
_____
_____
_____
Attention: _____

12. Miscellaneous.

a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of New York in the United States of America, excluding any conflict-of-laws provisions thereof that would require the application of the law of any other jurisdiction. Any legal action with respect to this Agreement shall be brought in the courts of the State of New York or of the United States for the Southern District of New York, and, by execution and delivery of this Agreement, the parties hereby irrevocably accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.

b. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

c. **Assignment.** Without Provider's prior written consent, Customer may not assign, license, sublicense, transfer or otherwise dispose of any of its rights or assign, transfer or otherwise dispose of any of its obligations under this Agreement. This Agreement shall inure to the benefit of, and shall be binding on, each party's respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

e. **Amendments; Waivers.** This Agreement may be amended, superseded or canceled, and any of the terms hereof may be waived, only by a written instrument specifically referring to this Agreement and specifically stating that it amends, supersedes or cancels this Agreement or waives any of its terms, executed by the parties. Failure of either party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such compliance in the future, or upon compliance with other terms hereof.

f. **Force Majeure.** Neither party shall be liable to the other for any delay or nonperformance of its obligations under this Agreement arising from any cause beyond its reasonable control. The party who so delays or fails to perform shall promptly notify the other party in writing of the cause and the likely duration thereof.

g. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Chiefofstaff.com, LLC

By: _____
Name: Robert Epner
Title: Chief Executive Officer

_____

By: _____
Name: _____
Title: _____

Annex A

Term: 2 year agreement, _____ to _____.

Set-up/launch/training Project: At the beginning of the subscription term, an initial "set-up/launch/ training" project is done for the Customer to install the plan into the software platform, launch the software with initial users, and provide on-site or remote training to new users. This project will normally involve a half day in-house kick-off with senior management and will typically take a total of 10 work days for our implementation team to complete (on and off-site) depending upon the complexity of your organization. We assume we have good access to your managers and executives during this period otherwise the total time for this phase may increase.

- The initial estimated 10-day set-up, launch and training project is billed separately at our discounted rate of US$1,500/day. Chiefofstaff.com will cap advisory/implementation fees at US$15,000. Travel and other incidental expenses will be invoiced separately.
- It is important that an experienced staff member is assigned as the internal point-person for the use of chiefofstaff.com. This person will be considered the "Client Administrator." We will work with this person for the set-up, launch, and training and, afterwards, for on-going support.

Pricing:

- The annual subscription fee is US$_____ (based on US$ ____ per month) plus any applicable taxes.
- Monthly Senior Advisor support is initially set ___ day per month for the first ___ months at the rate of US$____ per month.
- The set-up/launch/training project fee plus any applicable taxes is estimated to be ___ days at the rate of US$1,500 per day. This estimate will be reconciled with the actual number of days required at the conclusion of the project and the applicable adjustment will be made to final amount due.
- Chiefofstaff.com commits to holding the monthly subscription fee at US$_____ in Year 2.

Payment Terms:

- The annual subscription fee and the Monthly Senior Advisor support is payable in advance due within 15 date of the effective date of each agreement term.
- The set-up/launch/training project fee is payable at the rate of 50% in advance of the effective date of the agreement with the balance due within 15 days of project completion.

Users: Unlimited users for the Customer in all _____ locations.

Technical Support: All technical issues are first to be brought to an internal Client Administrator who will either resolve the issue or pass it on by email to Provider. Issues handed to Provider will be either immediately resolved or be submitted to their technical team as a ticketed item. Provider will then endeavor to resolve the ticketed items in a timely manner based on the client's priority ranking of issues. Provider will also be reasonably available to the Client Administrator by phone as needed.

Advisory Services: Eight hours a month of senior advisory support to executive and senior management including supporting quarterly reviews of the plan vs. actual implementation, support on existing and new initiatives, and support on any high-level presentations. This support will be from a senior consultant with Chief of Staff related experience. The advisory service delivery can be by phone, email or in-person. If advisory support is at your facility, Chiefofstaff.com will invoice for travel expenses separately.