

CAUSEROOM SUBSCRIPTION AGREEMENT

1. CauseRoom Service: The "CauseRoom service" or "CauseRoom" is an internet-based media relations management service hosted and maintained by PR Newswire Association LLC ("PR Newswire") and/or its third party vendors, comprised of a range of corporate media information and data, including the Templates (as defined below) as selected by Subscriber. PR Newswire will use commercially reasonable efforts to provide Subscriber with a first draft of Subscriber's CauseRoom site ("First Draft") within ten (10) business days after Subscriber has selected a site template from the CauseRoom site templates located at <http://www.causeroom.com/causeroom-showcase> ("Templates"). Any modifications requested by Subscriber to its Template will be billed at a rate of \$125 per hour.

2. Payment: In consideration of the CauseRoom services provided to Subscriber by PR Newswire under this CauseRoom Subscription Agreement (this "Agreement"), Subscriber will pay PR Newswire a fee of \$2,995.00 per year for each CauseRoom Basic, or \$4,775.00 per year for each CauseRoom Plus, as described and as selected, where indicated below, by Subscriber prior to execution of this Agreement. Subscriber shall be charged additional fees, as set forth on PR Newswire's current rate card, for add-ons or E-mail Alerts in excess of the levels set forth in the current rate card purchased by Subscriber (collectively, "Add-On"). If Subscriber purchases any Add-On as of the Effective Date (as defined below), such Add-Ons and the related fees shall be identified at the end of this Agreement. If there are Add-ons purchased after the Effective Date, or the original requirements of Subscriber or the changes requested by Subscriber are beyond the context of the CauseRoom service, additional costs may be incurred. All such costs will be reviewed and approved by Subscriber before being implemented and may be set forth in a work order which shall reference this Agreement. All fees shall be paid within thirty (30) days of receipt of an invoice for the same from PR Newswire. After the Initial Term (as defined below), PR Newswire reserves the right to increase the fees hereunder for any subsequent Term (as defined below), one time per year of the Term. Amounts due, including any applicable taxes, under this Agreement will be paid by Subscriber to PR Newswire in full without any right of set-off or deduction. All amounts owed hereunder not paid when due and payable will bear interest from the date such amounts are due and payable at the lesser of (a) 1.5 percent per month, or (b) the maximum allowable rate of interest permitted by law. In the event any fees are past due, PR Newswire may charge Subscriber for all costs of collection, including reasonable legal fees and costs, incurred by PR Newswire or its agents.

3. Term and Termination:

3.1 This Agreement will commence on the date set forth at the end of this Agreement ("Effective Date") and will continue for an initial period of one (1) year from the date of delivery of the First Draft ("Initial Term"). Thereafter, this Agreement will continue for further successive one (1) year periods (each one (1) year period, a "Term") unless and until terminated by one party notifying the other party by giving no less than thirty (30) days' written notice before the expiration of the Initial Term, or any subsequent Term.

3.2 Either party may terminate this Agreement (a) for any reason upon thirty (30) days' notice to the other party, and (b) immediately, without further obligation to the other party, in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days' notice of such breach in writing. In no event shall Subscriber receive any pro rata refund for payments made hereunder if this Agreement shall terminate for any reason except to the extent such termination is due to PR Newswire's (i) uncured breach of this Agreement as described in sub-section 3.2(b) above, or (ii) termination of this Agreement without cause.

4. Representations and Warranties; Limitation of Liability: Subscriber, and not PR Newswire, is responsible for the content, accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all materials posted on the CauseRoom by Subscriber or submitted by it to PR Newswire ("Subscriber Data"). Subscriber represents and warrants to PR Newswire that (a) it has the right to deliver to PR Newswire all Subscriber Data and no Subscriber Data will contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person; (b) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; and (c) the execution, delivery and performance of this Agreement will not violate rights granted by Subscriber to any third party or violate the provisions of any agreement to which it is a party. Subscriber shall indemnify and hold harmless PR Newswire, its parents, subsidiaries, affiliated companies and third party vendors, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any breach by Subscriber of any of the foregoing representations and warranties; (ii) Subscriber's use of the CauseRoom service not in accordance with the terms of this Agreement; or (iii) Subscriber Data. PR NEWSWIRE AND ITS THIRD PARTY VENDORS DO NOT WARRANT OR ENSURE THAT THE CAUSEROOM SERVICE WILL BE FREE FROM ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES OR DEFECTS, WHETHER HUMAN OR MECHANICAL. PR NEWSWIRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CAUSEROOM SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE CAUSEROOM SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PR NEWSWIRE'S SOLE LIABILITY TO SUBSCRIBER SHALL BE LIMITED TO THE REFUND OF THE FEES PAID TO IT BY SUBSCRIBER AND IN NO EVENT WILL PR NEWSWIRE AND/OR ITS THIRD PARTY VENDORS BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES.

5. General: Subscriber agrees and acknowledges that (a) PR Newswire may refer to it as a client in marketing materials; (b) except for Subscriber Data incorporated into Subscriber's Template, Subscriber has no right, title or interest in or to the CauseRoom service, and the CauseRoom service and any related trademarks are proprietary to PR Newswire and/or its third party vendor; and (c) PR Newswire and/or its third party vendors may access Subscriber's password protected account, if any, to respond to service or technical problems or to ensure compliance with this Agreement. Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, or the inability, or severely impaired ability, to obtain goods or services, civil commotion or industrial dispute (each, a "Force Majeure Event"). The performance of the delaying party's obligations, to

the extent affected by the Force Majeure Event, shall be suspended during the period that the cause persists. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York without regard to conflicts of laws provisions. Subscriber may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of PR Newswire. PR Newswire reserves the right, at its sole discretion, to assign this Agreement or any of its rights and delegate any of its duties hereunder, in whole or in part. This Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by an authorized representative of both parties, and this Agreement and any and all addenda, schedules or exhibits attached hereto represent the entire agreement of the parties regarding the subject matter hereof. The failure of either party at any time or times to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. This Agreement is contingent upon Subscriber remaining a member of PR Newswire in good standing in accordance with PR Newswire's Conditions of Service for membership, which shall have been executed by Subscriber within the twelve (12) month period prior to the Effective Date. The provisions of Sections 2, 4 and 5 will survive the termination of this Agreement.

Products:

CauseRoom Basic / \$2,995 Annual Fee

CauseRoom Basic offers 25 navigation pages with unlimited secondary pages, allowing Subscriber to share its mission and program information, introduce its board members and staff and sign-up volunteers. Also included are an online press room, RSS feeds, image galleries, an events calendar and the ability to accept donations.

CauseRoom Plus / \$4,775 Annual Fee

Building on CauseRoom Basic, CauseRoom Plus offers 10 extra navigation pages, e-alerts and additional multi-media tools including videos and podcasts.

Rose Physician Room (Branded CauseRoom Plus) \$1,500 Activation Fee / \$600 Annual Fee

Leveraging CauseRoom Plus, Rose Physician's receive discounted pricing.

Add-Ons:

1.
2.
3.

Subscriber has read and agrees to this Agreement:

Subscriber Name: _____

Authorizer's Name (*Please print*): _____

Title: _____

Signature: _____ Date: _____

Instructions to Subscriber: Please execute one (1) original of this Agreement and return to your PR Newswire Account Manager. To expedite the set-up of your CauseRoom, please fax an executed copy to 201-360-6157.