

- i. ADMINISTRATIVE USER is the person(s) working for the SUBSCRIBER and/or VIVLIO responsible for the management of the SUBSCRIBER's access to and use of the SERVICE.
- ii. AGREEMENT means this document.
- iii. COMMUNICATING PARTIES means VIVLIO, the SUBSCRIBER and either an originator or at least one recipient who establish communication with the SUBSCRIBER through etherFAX's commercially available SERVICES.
- iv. COLLABORATION/MESSAGING TOOLS (CMTs) means INTERNET base collaboration applications and/or messaging services including, but not limited to EMAIL services such as Gmail, Microsoft Office 365 applications, (Outlook, etc.), Amazon Web Services, or other ELECTRONIC MAILBOX providers (whether maintained and operated by the SUBSCRIBER or other party such as an ISP), other collaboration tools including, but not limited to Microsoft Teams, Microsoft SharePoint, Skype, Slack, et al., or applications developed for specific purposes including, but not limited to electronic medical/health record (EM/HRs), financial applications, etc., that may use intermediary services and repositories provided by third parties to assist in the transfer of information between the SUBSCRIBER and etherFAX's commercially available application integration service.
- v. DirectFax™ is an etherFAX cloud hosted application integration service/endpoint that enables the transfer of information with SUBSCRIBER CMT applications, utilizing etherFAX's commercially available document transfer services and other communication pathways to exchange information between the COMMUNICATING PARTIES.
- vi. ELECTRONIC MAILBOX(es) means services for hosting electronic mail domains with access to storage for mailboxes. It provides email servers to send, receive, accept, and store EMAIL for end users or other organizations.
- vii. EMAIL(s) means document(s) that contain SUBSCRIBER CONTENT INFORMATION electronically transmitted via INTERNET base on electronic mail protocols including but not limited to IMAP, Microsoft Exchange protocol, POP, POP3, SMTP, etc.
- viii. END USER means all individual users who access and/or use the SERVICE through SUBSCRIBER's account.
- ix. EXCUSED DOWNTIME means
- DOWNTIME caused by factors outside of etherFAX's reasonable control;
 - DOWNTIME that resulted from breach of any provision of this AGREEMENT by SUBSCRIBER;
 - DOWNTIME that resulted from SUBSCRIBER and/or third-party applications, equipment, or INTERNET/PSTN connectivity (i.e., not within the primary control of etherFAX);
 - DOWNTIME attributable to *force majeure* events, or
 - SCHEDULED DOWNTIME.
- x. FAX(ES) means a document(s) (TIFF, PDF, EMAIL attachment, etc.) that contain SUBSCRIBER CONTENT INFORMATION
- xi. INTERNET means a digital or quantum-based data network enabling computers to exchange information
- xii. INTERNET ACCESS means connectivity to an INTERNET network pathway capable of supporting and maintaining communications with the SERVICE.
- xiii. INTERNET SERVICE PROVIDER (ISP) is an organization that provides services for accessing, using, or participating in the INTERNET.
- xiv. PSTN means the Public Switched Telephone Network, which is an analog or digital network traditionally used for voice communications but can also be used to transfer data such as facsimile communications
- xv. VIVLIO means the company with the direct contract with SUBSCRIBER for the use of the SERVICES.
- xvi. SERVICE(S) means etherFAX commercially available application integration and document transfer services.
- xvii. SCHEDULED DOWNTIME means those times where etherFAX provides SUBSCRIBER with notification of periods of DOWNTIME three (3) business days prior to the commencement of such DOWNTIME.
- xviii. SOFTWARE means application software, including, but not limited to CMTs, installed, and maintained by the Subscriber and/or a tertiary party that exchange information via the SERVICE.
- xix. SUBSCRIBER means the customer that sends and receives documents (EMAILS, FAXES, etc.) via the etherFAX SERVICES.
- xx. SUBSCRIBER CONTENT INFORMATION ("SCI") means information contained within a document or attachment (i.e., a FAX) that is being requested to be transferred between the COMMUNICATING PARTIES. SCI may contain confidential, proprietary, or privileged information.
- xxi. THIRD PARTY (IES) means parties that are *not*:
- etherFAX or its affiliates
 - the COMMUNICATING PARTIES
 - other telecommunication carriers or CMT providers utilized in the transfer of SCI between the COMMUNICATING PARTIES

Terms and Conditions:

1. The SUBSCRIBER of the SERVICE and etherFAX agree to the following:
 - a. Services. etherFAX operates commercially available document transfer services that are accessible via the INTERNET. Furthermore, etherFAX's DirectFax™ service provides application integration points between CMT applications/services and etherFAX's commercially available document transfer services. Therefore, etherFAX SERVICES are interoperable with traditional facsimile systems and/or CMT applications/services that may be coupled to either legacy and/or intermediary telecommunications interconnects, thus enabling the transfer of SCI over a variety of diverse communications paths. Subject to the terms and conditions of this AGREEMENT, and during the term of this AGREEMENT:
 1. The SUBSCRIBER acknowledges that all communications emanating from or terminating with any facsimile capable system/application or CMT via legacy or intermediary telecommunications interconnects are subject to the inherent limitations of this type of communication as generally described in Section 1(a)(2) and Addendum 1 to this AGREEMENT.
 2. SUBSCRIBER acknowledges that etherFAX does not create SCI. etherFAX will treat all SCI as confidential and protect the SCI against disclosure to THIRD PARTIES with at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable commercial level of protection, while the SCI is within etherFAX's custodial care. Furthermore, etherFAX does not use SCI for any business purpose other than to facilitate the transfer of the SCI between the COMMUNICATING PARTIES. etherFAX acknowledges that SCI may contain confidential, proprietary, or privileged information. Any disclosure of SCI to THIRD PARTIES while in the custodial care of etherFAX that is directly attributable to errant operation of the SERVICES or by etherFAX personnel are the responsibility of etherFAX. For the avoidance of doubt, any breach of SCI that includes, but not limited to:
 3. Errant requests by or operations of facsimile capable systems/applications or CMTs utilized or caused by the COMMUNICATING PARTIES (e.g., incorrect recipient network identifier specified, incorrect SCI being communicated, etc.);

4. The inherent limitations of the peer system's capabilities;
 5. Limitations of any legacy, intermediary telecommunications interconnects or CMT/electronic messaging systems/services;
 6. Limitations of or actions by any CMT provider or relay service utilized for the transfer of SCI that result in the breach of SCI;
 7. After the transfer of SCI has occurred between the COMMUNICATING PARTIES (e.g. unauthorized individual gains access to SCI via the COMMUNICATING PARTIES software, hardware, infrastructure, or at their premises); and/or
 8. Any errant actions by the SUBSCRIBER or END USER which yield access to SUBSCRIBER's etherFAX account.
 9. is specifically not considered etherFAX's responsibility.
 10. SUBSCRIBER is responsible to ensure that any CMT/electronic messaging services meets SUBSCRIBERS cybersecurity requirements.
 11. The SUBSCRIBER is responsible for the SOFTWARE and for all equipment necessary to run and properly maintain or access the SOFTWARE, including any servers, computer equipment, and INTERNET ACCESS required to utilize the SERVICE.
 12. SUBSCRIBER acknowledges that etherFAX's SERVICES maintains a zero data retention policy for all SCI. Upon completion of each document transfer request, all instances of any residual SCI within etherFAX's custodial care are purged from etherFAX's systems.
 13. SUBSCRIBER acknowledges that due to etherFAX's zero data retention policy of SCI, any business continuity requirements pertaining to SCI is solely the responsibility of the COMMUNICATING PARTIES.
 14. SUBSCRIBER acknowledges that SCI is not accessible through etherFAX's SUBSCRIBER administrative portal.
- b. Monthly Uptime Percentage. The SERVICES shall be available at least 99.9% of the time, 7 days a week x 24 hours a day, calculated on a calendar monthly basis excluding EXCUSED DOWNTIME (the "Monthly Uptime Percentage"). "Available" means the SERVICES shall be available for access and use by SUBSCRIBER.

The Monthly Uptime Percentage is calculated as follows:

Monthly Uptime Percentage = $100 - ((b/a) * 100)$

Where:

a = the total number of minutes in the calendar month for that calendar month.

b = total number of minutes of DOWNTIME in the given calendar month for reasons other than EXCUSED DOWNTIME.

This is met by achieving less than fifty (50) minutes of DOWNTIME per month averaged over a twelve (12) month period (the "Maximum Downtime Period").

- c. Service Level Agreement Remedies. SUBSCRIBER may terminate the AGREEMENT upon seven (7) days written notice to etherFAX in the event that the SERVICES in any two consecutive calendar months have a Monthly Uptime Percentage of less than ninety percent (90 %).
- d. Service Maintenance. Advance indication of SCHEDULED DOWNTIME, if any, will be sent to SUBSCRIBER in advance. etherFAX reserves the right to immediately implement critical security patches, critical fixes or software/hardware modifications/updates that repair or prevent a SERVICE impacting situation and such actions shall be considered to be EXCUSED DOWNTIME.
- e. Hours of Operation. Normal Business Hours are 9:00am to 8:00pm US Eastern Time, Monday through Friday.
 1. Support Hours are from 9:00 am to 8:00 pm US Eastern Time, Monday through Friday
 2. 24x7 support is available for an additional fee.
 3. Technical Support. etherFAX will provide reasonable amounts of direct consultation via email and telephone during Normal Business Hours, at no charge to the SUBSCRIBER's ADMINISTRATIVE USER.

1. Security of Data etherFAX has implemented strong security defenses to help prevent malicious eavesdropping of sensitive information and/or other nefarious attacks on its commercially available document transfer SERVICES. etherFAX provides its customers protection by adopting industry recognized security practices that include encryption and other security mechanisms. However, it is the SUBSCRIBER's responsibility to ensure the security of SCI as it is stored by or traverses through any CMT used for the exchange of SCI between the COMMUNICATING PARTIES. For the avoidance of doubt, the SERVICE does not create SCI on behalf of the SUBSCRIBER, thus the classification and type of information contained with the SCI is solely transferred at the discretion and is the responsibility of the originating party. More specifically, the SERVICE does not generate, use, or share the SCI for any etherFAX business purpose other than to facilitate the transfer of the SCI between the COMMUNICATING PARTIES. SUBSCRIBER hereby acknowledges receipt and review of Addendum 1 entitled Explanation of etherFAX Services.

2. SUBSCRIBER's Users. SUBSCRIBER agrees that it is responsible for all individual users who access and/or use the SERVICE through SUBSCRIBER's account (each, an "END USER"). Accordingly, the terms, conditions, restrictions, and obligations of this AGREEMENT applicable to SUBSCRIBER (excluding SUBSCRIBER's payment obligations) also apply to all END USERS, and SUBSCRIBER will be liable for any breach hereof by any END USERS.

3. SUBSCRIBER Conduct. SUBSCRIBER is solely responsible for the classification and type of content of its transmissions through the SERVICES. etherFAX reserves the right to take any action with respect to the SERVICE that etherFAX deems necessary or appropriate, including termination of this AGREEMENT, if it believes the SUBSCRIBER or its information may create liability for the SERVICE or compromise or disrupt the SERVICE for other subscribers. To the extent applicable, such actions shall be considered to be EXCUSED DOWNTIME. SUBSCRIBER agrees:

- a. to comply with all FCC Regulations regarding unsolicited transmissions such as the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. The TCPA restricts the use of the facsimile machine to deliver "unsolicited advertisements". Specifically, the TCPA prohibits the use of "any telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine." The statutory prohibition applies to such advertisements sent both to residential and business facsimile numbers.
- b. not to use the SERVICE for illegal purposes, including but not limited to the aforementioned distribution of unsolicited advertisements;
- c. not to use the SERVICE to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and

not to transmit through the SERVICE any unlawful, harassing, libelous, threatening, vulgar, obscene or otherwise objectionable material. The SERVICE may use filters and other technologies and procedures to terminate unsolicited advertisements without delivering them.

4. Re-Assignment of NETWORK IDENTIFIERS provided by the SERVICE. SUBSCRIBER understands that the SERVICE, as owner of all SERVICE NETWORK IDENTIFIERS (phone numbers, email addresses, etc.) will not be liable for any damages whatsoever arising out of any re-assignment of any SERVICE NETWORK IDENTIFIER following termination of this AGREEMENT or deletion by SUBSCRIBER of such SERVICE NETWORK IDENTIFIERS from SUBSCRIBER's account. Should the SUBSCRIBER wish to cancel this AGREEMENT and retain their SERVICE NETWORK IDENTIFIER (if possible) provided by the SERVICE or those ported into the SERVICE, SUBSCRIBER shall provide written notice at least ninety (90) days in advance. Any such re-assignment or deletion of such SERVICE NETWORK IDENTIFIERS by the SUBSCRIBER causing a disruption of service is considered to be EXCUSED DOWNTIME.

5. Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS WHERE IS" AND "AS AVAILABLE" BASIS. THE SERVICE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE MAKES NO WARRANTY THAT THE SERVICE OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. NO STATEMENT, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

6. Compliance. Each party to this AGREEMENT shall comply in all material respects with all applicable federal, state and local laws, rules and regulations that apply to that party and its activities relating to this AGREEMENT.

7. Limitation of Liability. EXCEPT FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS; LOSS OF MESSAGES; LOSSES ASSOCIATED WITH TRANSACTIONS ENTERED INTO OR NOT ENTERED INTO THROUGH THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER, OR OF EITHER PARTY TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID BY SUBSCRIBER TO THE SERVICE HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE LOSS OR DAMAGE FIRST OCCURS OR (ii) THE ACTUAL AMOUNT OF THE DAMAGE.

8. Indemnification. SUBSCRIBER hereby agrees to indemnify etherFAX against any claim, loss, damage, cost, expense, external attorney's fees and liability (collectively, "Claims") incurred by etherFAX on account of SUBSCRIBER's breach of this Agreement or any representations, warranties or covenants herein, other than Claims arising from etherFAX gross negligence or willful misconduct. Likewise, etherFAX hereby agrees to indemnify SUBSCRIBER against any Claims incurred by SUBSCRIBER on account of etherFAX's breach of this Agreement or any representations, warranties or covenants herein, other than Claims arising from SUBSCRIBER's gross negligence or willful misconduct.

9. Term. The term of this AGREEMENT will begin on the EFFECTIVE DATE and will terminate on the last day of the month. The term will be extended automatically for successive terms unless either party provides written notice of termination to the other party, such notice to be sent at least 90 days before the end of any term. Any such notice shall be sent as specified in Section 14 (Notices) of this AGREEMENT. Termination of this AGREEMENT will automatically terminate access and use of the SERVICES.

10. Early Termination. Upon termination of this AGREEMENT, SUBSCRIBER's right to use the SERVICES immediately ceases and etherFAX and VIVLIO will not be obligated to provide its SERVICES to SUBSCRIBER or its END USERS.

11. Non-Assignment; No Third-Party Rights. SUBSCRIBER may not assign or transfer this AGREEMENT or any rights hereunder, and any attempt to do so is void. Subject to the foregoing, this AGREEMENT will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. This AGREEMENT is for the sole benefit of the parties (and the END USERS) and there are no third-party beneficiaries.

12. Non-Waiver/Severability. Failure by a party to enforce its rights hereunder will not be deemed a waiver of its future enforcement of such right or other rights. If any term of this AGREEMENT is held to be invalid, the remainder of this AGREEMENT will remain in force.

13. Force Majeure. Either party will be excused from any delay or failure in performance, other than the payment of money, caused by or due to any cause beyond its reasonable control, including but not limited to acts of God, earthquake, flood, third party labor disputes, utility curtailments, pandemic, power failures, explosions, civil disturbances, vandalism, riots, war, governmental actions and third-party acts or omissions. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14. Notices. Except where other means of communication are expressly provided for in this AGREEMENT, all notices provided for hereunder will be in writing, signed by the party giving the same and will be deemed properly given and received (i) on the next business day after deposit for overnight delivery by an overnight courier service or (ii) three business days after mailing, by registered or certified mail, return receipt requested. Any such notice by the SUBSCRIBER shall be sent to 101 Crawfords Corner Road, Suite 4129, Holmdel, NJ 07733.

15. Choice of Law, Forum. This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware without regard to conflicts of law principles. The parties irrevocably consent to exclusive jurisdiction and venue in the state and federal courts in the State of Delaware to the extent that such dispute can be properly brought before the state or federal courts in the State of Delaware.

16. Amendment. Any modification of this AGREEMENT or additional obligation assumed by a party in connection with this AGREEMENT shall be binding only if in writing and signed by each party or an authorized representative of each party.

17. Counterparts. This AGREEMENT may be signed in two or more counterparts, each of which shall be deemed an original hereof, but all of which, together, shall constitute a single document binding on the SUBSCRIBER of the SERVICE and etherFAX. Signatures transmitted by fax or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this AGREEMENT.

Addendum 1 - Explanation of etherFAX Services

etherFAX operates commercially available document transfer services that are accessible via the INTERNET. Additionally, etherFAX's DirectFAX™ services act as integration points between Collaboration and/or Messaging Tools (CMTs) that include, but not limited to:

- Messaging services including, but not limited to email services such as Gmail, Microsoft Outlook, other electronic mailbox providers, Twitter, Facebook, etc.
- Collaboration, workflow, or repository tools such as Jira, Microsoft Sharepoint, Microsoft Teams, Skype, Slack, etc.
- Short message services (SMS)
- Electronic Medical/Health Record applications
- Etc.

and etherFAX's commercially available document transfer services. Therefore, these etherFAX's services (the Services) are interoperable with traditional facsimile systems and/or Internet based applications/services that may be coupled through a complex set of either legacy and/or intermediary telecommunications interconnects, thus enabling the transfer of an etherFAX customer's (a Subscriber) information (Subscriber Content Information - SCI) over a variety of communications path, including, but not limited to the Internet and/or Public Switched Telephone Network (PSTN). Note that the CMTs applications/services may be hosted and maintained by the Subscriber, another party wishing to exchange information with the Subscriber, or a tertiary party through which SCI will transit and potentially be stored. It is to be understood by the Subscriber that etherFAX has no control over the operations of the CMT applications/services, and it is the responsibility of the Subscriber to ensure that any CMT/electronic messaging service employed by the Subscriber meets the Subscriber's cybersecurity requirements.

First and foremost, etherFAX wants to assure its Subscribers that it takes the security of SCI seriously while it is in etherFAX's custodial care. This is why etherFAX continuously submits its production networks and operations to the scrutiny of industry recognized third party auditors and cybersecurity certification criteria to provide its customers with the knowledge and comfort that the security of their data is paramount.

With that said, and for the purposes of this addendum, as to clarify etherFAX's role in the flow of information, the following terminology is defined. In the etherFAX ecosystem, a facsimile system/application (hardware/software) or CMT under the control of a Subscriber that directly establishes communications with etherFAX's Services via the Internet to transfer documents are identified as Enhanced Facsimile Systems. Alternatively, facsimile capable systems/applications that are accessible or utilize legacy or intermediary electronic messaging/telecommunications interconnects, such as a dial up number (e.g., connected to the Public Switched Telephone System or variant), are identified as Traditional Facsimile Systems. Again, Subscriber Content Information (SCI) is the actual content of a document/communiqué. The Communicating Parties are the Subscriber and at least an originator or recipient who establish communication with the Subscriber through the Service. "Third Party(ies)" means parties that are not etherFAX, the Communicating Parties, or other CMTs/electronic messaging/telecommunication service providers utilized for the transfer of documents between the Communicating Parties. Furthermore, the classification of and the type of SCI contained within the document being transferred is solely determined by and under the control of the Communicating Parties. Given the diversity of applications and integration points, there are multiple different paths for SCI to potentially travel.

1. Sending a document from Traditional Facsimile System and receiving the document on Traditional Facsimile System
2. Sending a document from a Traditional Facsimile System and receiving the document on an Enhanced Facsimile System
3. Sending a document from an Enhanced Facsimile System and receiving the document on a Traditional Facsimile System
4. Sending a document from an Enhanced Facsimile System and receiving the document on an Enhanced Facsimile System

Given these scenarios, paths one and two above may require SCI exchanged between the Communicating Parties to transit legacy or intermediary telecommunications interconnects, such as a dial up number (e.g., connected to the Public Switched Telephone System or variant), thus is inherently subject to the limitations of such communication paths or each peer's end-point equipment or application/CMT. However, if the endpoint of the document transfer is an Enhanced Facsimile System, the communication between the Enhanced Facsimile System that directly establishes communications with etherFAX's Services over the Internet is encrypted using the industry standard HTTPS/TLS protocol. As enumerated in case 4 above, if both endpoints (the originator and the recipient facsimile systems) are Enhanced Facsimile Systems and both directly establish communications with etherFAX's Services, then the communications emanating from the originator is encrypted as it is being transferred to etherFAX using the HTTPS/TLS and the communications with the recipient Enhanced Facsimile System is also encrypted using HTTPS/TLS. In this fashion the communiqué is encrypted as it is being transferred over Internet communications links. Last but not least, if both systems are Enhanced Facsimile Systems and support etherFAX's SENx extended secure communications capabilities, the communiqué can be encrypted by the originating Enhanced Facsimile System and only decrypted by the intended recipient Enhanced Facsimile System. (For more information about SENx, please visit <https://www.etherfax.net>)

Please note, while etherFAX can ensure that communications links established between Enhanced Facsimile Systems that directly connect to etherFAX's Services over the internet are encrypted using industry standard transport layer security protocols such as TLS, etherFAX has no control over how each Enhanced Facsimile System will treat the SCI, once the information is transferred and possibly stored. Therefore, in all cases enumerated above, the Subscriber must be cognizant of the inherent functionality and limitations of the CMT(s) involved in the transfer of SCI between the Communicating Parties, when considering the security and privacy of the exchanged SCI. For instance, if an Internet base email service is utilized to exchange SCI with a facsimile capable system through the Service, the SCI may be transferred (and potentially stored) via a less than secure email (SMTP) relay service as the SCI traverses the Internet. Similarly, Internet based collaboration tools may require SCI to be uploaded first to its repository and then distributed to the specified recipient(s). For the avoidance of doubt and to ensure that there is no misunderstanding, any breach of SCI that is not directly attributable to errant operations of etherFAX Services or etherFAX personnel, is specifically disclaimed.

Again, please note that the classification and type of information included in the SCI is solely transferred at the discretion and is the responsibility of the originating party. etherFAX does not create, generate, use, or share the SCI for any etherFAX business purpose other than to facilitate the transfer of the SCI between the Communicating Parties. Furthermore, due to etherFAX's zero data retention policy of SCI, any business continuity requirements pertaining to SCI is solely the responsibility of the Communicating Parties.