

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is made this 7th day of May, 2010 by and among MICHAEL D. WAVADA an individual with his principal place of business located at c/o TSI Tailored Systems, Inc., 7B Pasco Drive, East Windsor, Connecticut 06088, DENISE R. BESSETTE an individual with her principal place of business located at c/o TSI Tailored Systems, Inc. 7B Pasco Drive, East Windsor, Connecticut 06088, and SUSAN S. COMPARETTO an individual with her principal place of business located at c/o TSI Tailored Systems, Inc. 7B Pasco Drive, East Windsor, Connecticut 06088 (the "Sellers"); and TIMOTHY S. FINNEY, an individual with his principal place of business located at 1732 Myrtlewood Drive, Chesterfield, Missouri 63005 (the "Buyer").

WITNESS:

WHEREAS, the Sellers and Buyer are discussing a proposed transaction involving the sale by the Sellers of their shares in TSI Tailored Systems, Inc., a Connecticut corporation with its principal place of business located at 7B Pasco Drive, East Windsor, Connecticut 06088 ("TSI"), to the Buyer (the "Transaction").

WHEREAS, in order to allow the Buyer to evaluate the Transaction, the Sellers are willing to disclose certain Confidential Information (as defined below) to Buyer subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto agrees as follows:

[Handwritten signature]
DRB *sc*

1. Confidential Information. Except as otherwise provided herein, "Confidential Information" shall mean any and all information regarding or related to the Transaction, the Sellers or TSI, or any of their respective technologies, that is disclosed by the Sellers, or on their behalf, to the Buyer, or the Buyer Parties (as defined below), whether orally, in writing, by demonstration, observable display or in any format whatsoever and all copies thereof, if applicable. Notwithstanding anything to the contrary contained herein or elsewhere, the term "Confidential Information" shall not include information that: (i) prior or subsequent to disclosure to the Buyer or a Buyer Party by the Sellers becomes available to the Buyer or a Buyer Party on a non-confidential basis from sources other than the Sellers, TSI, or any of their respective affiliates, subsidiaries, divisions, employees, officers, directors, partners, shareholders, co-investors, agents, independent contractors, attorneys, accountants, auditors or financial advisors (each a "Disclosing Entity"), provided that such source is not prohibited from transmitting such information by a contractual, legal or fiduciary obligation to the Sellers or TSI; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Buyer or a Buyer Party; or (iii) is specifically permitted in writing by the Sellers to be so disclosed. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

2. Review. Buyer and the Buyer Parties, agree that their review and inspection of any Confidential Information shall be undertaken solely for the purpose of evaluating the Transaction. Except as specifically provided herein, none of Buyer or Buyer Parties shall use the Confidential Information for any other purpose, nor may they disclose the Confidential Information to any other person, without the Sellers' prior written consent. In addition, without the prior written consent of the Sellers, none of Buyer or Buyer Parties, shall ~~disclose~~ ^{be allowed to} disclose the fact that the Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the Transaction or any of the terms, conditions or other information concerning the Transaction, including the status thereof.

3. Permitted Disclosure. Notwithstanding anything contained herein to the contrary, the Buyer shall be permitted to disclose, subject to the terms of this Section, Confidential

Information without the prior written approval of the Sellers, under the following circumstances: (i) if required by any applicable law, subpoena or administrative, regulatory or judicial process; (ii) on a confidential basis to Buyer's representatives assisting in the evaluation of the Transaction including Buyer's attorney, accountant, financial advisor, lender or other employee, agent or representative of Buyer with a need for access to the same for the evaluation of the Transaction (the "Buyer Parties") upon compliance with the provisions of this Section 3, and (iii) to the extent necessary or appropriate to enforce any right or remedy against the Sellers, or assert any defense or counterclaim that the Buyer may have against the Sellers. The Buyer agrees to notify the Seller in writing of the name and address of each Buyer Party before the disclosure of any Confidential Information to that Buyer Party, which notification shall identify the specific Confidential Information to be disclosed and the individual to whom such disclosure is to be made if the Buyer Party shall be other than a natural person. In the event that the Buyer or a Buyer Party is requested or required (by oral questions, interrogatories, requests for information, documents subpoena or similar process) to disclose any Confidential Information supplied to him or it in the course of their dealings with the Sellers or their representatives, it is agreed that the Buyer or Buyer Party, as the case may be, will provide the Sellers with prompt notice of each such request, unless prohibited by the terms of such request or requirement, so that the Sellers may seek an appropriate protective order and/or waive compliance by Buyer or Buyer Party with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, the Buyer or Buyer Party is nonetheless, in the opinion of his counsel addressed to the Sellers, compelled to disclose information subject to this Agreement to any party or else stand liable for contempt or suffer other censure or penalty, then Buyer or Buyer Party may disclose such information to such party without liability hereunder.

4. Ownership and Control of Confidential Information. Buyer and the Buyer Parties agree that the Sellers and TSI are and shall remain the exclusive owners of their respective Confidential Information and all intellectual property rights therein. No license or conveyance of any such right to the Buyer or the Buyer Parties is granted or implied under this Agreement. None of the Buyer or the Buyer Parties shall remove any propriety rights legend from, and shall (upon the Sellers' reasonable request) add a propriety legend to, any materials disclosing or embodying Confidential Information. None of the Buyer or the Buyer Parties shall reproduce or

copy Confidential Information provided it without the Sellers' prior written permission in each case, except as reasonably required to evaluate the Transaction. Any breach of the provisions of this Agreement by any Buyer Party shall conclusively be deemed a breach by the Buyer.

5. No Representations or Warranties. The Buyer acknowledges that the Sellers makes no representation or warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information and the Sellers disclaim any liability to the Buyer resulting from the provision of any of the Confidential Information and that any such representations and warranties shall be set forth in the agreements executed in connection with any closing in the Transaction. The Buyer further understands and acknowledges that it is his sole responsibility to conduct his own review of the Transaction to determine the suitability of the Transaction.

6. Employment of Employees. The Buyer agrees that during the "Restriction Period", as hereinafter defined, he shall not directly or indirectly employ any person employed by the Sellers or TSI during the Restriction Period. The Restriction Period shall commence on the date of this Agreement and shall continue for a period of two (2) years following written notice from either party to the other that they have ceased evaluating the Transaction and have no interest in pursuing further discussions.

7. Remedies. Money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, the Sellers shall be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available at law or equity. In addition, the Buyer agrees to indemnify and hold the Sellers harmless from any damages, losses, costs, expenses or liability arising out of any breach of this Agreement by him or a Buyer Party, including reasonable attorneys' fees and costs of enforcing this Agreement.

8. Entire Agreement; No Commitment. This Agreement constitutes the entire agreement between the Sellers and Buyer relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Buyer or the Buyer Parties and supersedes all other agreements, written or oral, between the parties relating to the subject matter hereof. Any

modifications or changes to this Agreement must be in writing and signed by all parties. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention on the part of the Sellers or Buyer to consummate the Transaction, or otherwise restrict the rights of the Sellers or Buyer to participate in arrangements, whether or not similar in nature to the Transaction.

9. Return of Information. The Buyer and the Buyer Parties shall at the written request of the Sellers return or destroy all originals and copies of any materials acquired by it that are or contain Confidential Information. None of the Buyer or the Buyer Parties shall retain any copies, extracts or other reproduction of such materials. Notwithstanding the return or destruction of Confidential Information, the Buyer shall continue to be bound by his obligations of confidentiality and other obligations hereunder.

10. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11. Non-Waiver. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

12. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Connecticut without giving effect to any choice or conflict of law, provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

13. Venue. Each party hereby designates the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut, as the exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this Agreement; hereby irrevocably consents to such designation, jurisdiction and venue; and hereby waives any objection or defense relating to jurisdiction or venue with respect

to any lawsuit or other legal proceeding initiated in or transferred to the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut.

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DRB *mc*

IN WITNESS WHEREOF, a duly authorized officer of each party has executed this Confidentiality Agreement as of the date first above written.

Sellers:


MICHAEL D. WAVADA


DENISE R. BESSETTE


SUSAN S. COMPARETTO

Buyer:

TIMOTHY S. FINNEY

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NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto agrees as follows:

DRB *(Signature)*
HC

1. Confidential Information. Except as otherwise provided herein, "Confidential Information" shall mean any and all information regarding or related to the Transaction, the Sellers or TSI, or any of their respective technologies, that is disclosed by the Sellers, or on their behalf, to the Buyer, or the Buyer Parties (as defined below), whether orally, in writing, by demonstration, observable display or in any format whatsoever and all copies thereof, if applicable. Notwithstanding anything to the contrary contained herein or elsewhere, the term "Confidential Information" shall not include information that: (i) prior or subsequent to disclosure to the Buyer or a Buyer Party by the Sellers becomes available to the Buyer or a Buyer Party on a non-confidential basis from sources other than the Sellers, TSI, or any of their respective affiliates, subsidiaries, divisions, employees, officers, directors, partners, shareholders, co-investors, agents, independent contractors, attorneys, accountants, auditors or financial advisors (each a "Disclosing Entity"), provided that such source is not prohibited from transmitting such information by a contractual, legal or fiduciary obligation to the Sellers or TSI; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Buyer or a Buyer Party; or (iii) is specifically permitted in writing by the Sellers to be so disclosed. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of this Agreement.

2. Review. Buyer and the Buyer Parties, agree that their review and inspection of any Confidential Information shall be undertaken solely for the purpose of evaluating the Transaction. Except as specifically provided herein, none of Buyer or Buyer Parties shall use the Confidential Information for any other purpose, nor may they disclose the Confidential Information to any other person, without the Sellers' prior written consent. In addition, without the prior written consent of the Sellers, none of Buyer or Buyer Parties, shall ~~not~~ disclose the fact that the Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the Transaction or any of the terms, conditions or other information concerning the Transaction, including the status thereof.

3. Permitted Disclosure. Notwithstanding anything contained herein to the contrary, the Buyer shall be permitted to disclose, subject to the terms of this Section, Confidential

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Information without the prior written approval of the Sellers, under the following circumstances:

- (i) if required by any applicable law, subpoena or administrative, regulatory or judicial process;
- (ii) on a confidential basis to Buyer's representatives assisting in the evaluation of the Transaction including Buyer's attorney, accountant, financial advisor, lender or other employee, agent or representative of Buyer with a need for access to the same for the evaluation of the Transaction (the "Buyer Parties") upon compliance with the provisions of this Section 3, and (iii) to the extent necessary or appropriate to enforce any right or remedy against the Sellers, or assert any defense or counterclaim that the Buyer may have against the Sellers. The Buyer agrees to notify the Seller in writing of the name and address of each Buyer Party before the disclosure of any Confidential Information to that Buyer Party, which notification shall identify the specific Confidential Information to be disclosed and the individual to whom such disclosure is to be made if the Buyer Party shall be other than a natural person. In the event that the Buyer or a Buyer Party is requested or required (by oral questions, interrogatories, requests for information, documents subpoena or similar process) to disclose any Confidential Information supplied to him or it in the course of their dealings with the Sellers or their representatives, it is agreed that the Buyer or Buyer Party, as the case may be, will provide the Sellers with prompt notice of each such request, unless prohibited by the terms of such request or requirement, so that the Sellers may seek an appropriate protective order and/or waive compliance by Buyer or Buyer Party with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, the Buyer or Buyer Party is nonetheless, in the opinion of his counsel addressed to the Sellers, compelled to disclose information subject to this Agreement to any party or else stand liable for contempt or suffer other censure or penalty, then Buyer or Buyer Party may disclose such information to such party without liability hereunder.

4. Ownership and Control of Confidential Information. Buyer and the Buyer Parties agree that the Sellers and TSI are and shall remain the exclusive owners of their respective Confidential Information and all intellectual property rights therein. No license or conveyance of any such right to the Buyer or the Buyer Parties is granted or implied under this Agreement. None of the Buyer or the Buyer Parties shall remove any propriety rights legend from, and shall (upon the Sellers' reasonable request) add a propriety legend to, any materials disclosing or embodying Confidential Information. None of the Buyer or the Buyer Parties shall reproduce or

copy Confidential Information provided it without the Sellers' prior written permission in each case, except as reasonably required to evaluate the Transaction. Any breach of the provisions of this Agreement by any Buyer Party shall conclusively be deemed a breach by the Buyer.

5. No Representations or Warranties. The Buyer acknowledges that the Sellers makes no representation or warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information and the Sellers disclaim any liability to the Buyer resulting from the provision of any of the Confidential Information and that any such representations and warranties shall be set forth in the agreements executed in connection with any closing in the Transaction. The Buyer further understands and acknowledges that it is his sole responsibility to conduct his own review of the Transaction to determine the suitability of the Transaction.

6. Employment of Employees. The Buyer agrees that during the "Restriction Period", as hereinafter defined, he shall not directly or indirectly employ any person employed by the Sellers or TSI during the Restriction Period. The Restriction Period shall commence on the date of this Agreement and shall continue for a period of two (2) years following written notice from either party to the other that they have ceased evaluating the Transaction and have no interest in pursuing further discussions.

7. Remedies. Money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, the Sellers shall be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available at law or equity. In addition, the Buyer agrees to indemnify and hold the Sellers harmless from any damages, losses, costs, expenses or liability arising out of any breach of this Agreement by him or a Buyer Party, including reasonable attorneys' fees and costs of enforcing this Agreement.

8. Entire Agreement; No Commitment. This Agreement constitutes the entire agreement between the Sellers and Buyer relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Buyer or the Buyer Parties and supersedes all other agreements, written or oral, between the parties relating to the subject matter hereof. Any

modifications or changes to this Agreement must be in writing and signed by all parties. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention on the part of the Sellers or Buyer to consummate the Transaction, or otherwise restrict the rights of the Sellers or Buyer to participate in arrangements, whether or not similar in nature to the Transaction.

9. Return of Information. The Buyer and the Buyer Parties shall at the written request of the Sellers return or destroy all originals and copies of any materials acquired by it that are or contain Confidential Information. None of the Buyer or the Buyer Parties shall retain any copies, extracts or other reproduction of such materials. Notwithstanding the return or destruction of Confidential Information, the Buyer shall continue to be bound by his obligations of confidentiality and other obligations hereunder.

10. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11. Non-Waiver. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

12. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Connecticut without giving effect to any choice or conflict of law, provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

13. Venue. Each party hereby designates the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut, as the exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this Agreement; hereby irrevocably consents to such designation, jurisdiction and venue; and hereby waives any objection or defense relating to jurisdiction or venue with respect

to any lawsuit or other legal proceeding initiated in or transferred to the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut.

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ASC

IN WITNESS WHEREOF, a duly authorized officer of each party has executed this Confidentiality Agreement as of the date first above written.

Sellers:


MICHAEL D. WAVADA


DENISE R. BESSETTE


SUSAN S. COMPARETTO

Buyer:

TIMOTHY S. FINNEY