

End User Agreement

Visual Clinic, LLC

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7. Clinical Support Information. We may provide information to assist you in clinical decision-making. The information and materials available through the Services are for process enhancement, informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. You assume full risk and responsibility for the use of information You obtain from or through the Software and related Services.

The Software and related products are not designed, manufactured or intended for use or resale as or with on-line control equipment in hazardous environments requiring fail-safe performance, systems in which the failure of the Products could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, VC specifically disclaims any express or implied warranty of fitness for High Risk Activities. The Software is not intended to be used as an emergency call system.

8. Ownership of Data. We agree that any patient flow transactional data and practice analysis data collected and generated during your subscription or contract with us remains your property at all times. You grant us a license to host, copy, transmit, and display your data as necessary to provide the services in accordance with this Agreement and to report generic aggregate data regarding VC user experience. We agree that all such data will be backed up on a regular basis however we accept no responsibility for any loss of data no matter how the loss may have occurred.

Within 30 days of termination of our contract, you may request and we will provide within a reasonable period of time thereafter, the patient flow transactional data in CSV format or if size permits MS Access MDB file or Excel spreadsheet format. Effective as of the thirty first day (31st) day after termination, we will have no further obligation to maintain or provide your data and will thereafter delete and or destroy all copies of data stored on your behalf that are in our systems or otherwise in our possession or control, unless legally prohibited from doing so.

9. Confidentiality & Data Security. In providing You the Services VC shall maintain appropriate administrative, physical, and technical safeguards, consistent with industry standards, to protect the security, confidentiality, and integrity of Your Data.

Each of the parties agrees that it will not make use of, disseminate, or in any way circulate within its own organization any Confidential Information of the other party which is supplied to or obtained by it in writing, orally or by observation, except to the extent necessary for delivery of Services, negotiations, discussions, and consultations with personnel or authorized representatives of the other party.

Each of the parties agrees that it shall disclose Confidential Information of the other party only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain Confidential Information, to be bound by the terms and conditions substantially similar to this Agreement.

Each of the parties agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises reasonable care to protect its own Confidential Information.

Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information, including but not limited to patient data, patent, copyright, trademark, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to current and future proposed products and services of each of

the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.

Confidential Information shall not include information which:

- (a) was lawfully in the receiving party's possession from a source other than the disclosing party before receipt from the disclosing party;
- (b) is or became available to the public through no fault of the receiving party;
- (c) was obtained in good faith by the receiving party from a third party who was lawfully in possession of such information, not subject to an obligation of confidentiality owed to the disclosing party;
- (d) was independently developed by the receiving party, without reference to Confidential Information received hereunder and not in breach of this Agreement; or
- (e) was communicated in response to a valid order by a court or other governmental body, or was otherwise required by law.

The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in these confidentiality terms may be inadequate and that, in the event of any such breach or threatened breach, Each Party shall, in addition to all other remedies which may be available to it at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages. The confidentiality obligations under these Terms shall survive any termination, expirations, or rescission of these Terms, as well as continue beyond any time in which You were using the Service.

10. Maintenance and Updates. You understand that VC may update the Software at any time, but is under no obligation to inform You or provide any such updates unless the proposal specifically includes this service. To the extent that VC supplies any updates to You, such updates will be deemed to be subject to these Terms unless VC indicates otherwise.

11. Indemnification. You hereby agree to indemnify, defend and hold VC and its affiliates, employees, officers, directors, owners, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, arising out of your use of the Software or your violation of this Agreement.

12. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflict of law. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Massachusetts, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

You agree that you will not bring a claim under these Terms more than two years after the expiration of Your contract with VC under these Terms. The failure of VC to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by VC of

any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms.

13. Termination. If you do not comply with the terms and conditions of this Agreement, this Agreement including your rights to the Software as set forth herein, will terminate automatically. In the event of termination, you agree to destroy all copies of the Software.