

## TERMS OF USE

Welcome to MedStripes! This software (“MedStripes” or “Software”) is owned and operated by MedStripes, Inc., a Pennsylvania business corporation with principal office at 125 State Street, St. Marys, PA 15857. By using the Software, you (“User,” “You,” or “Your”) are agreeing to the following Terms of Use (“Terms or Use” or “Agreement”). Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of the Software.

### 1. Grant of License.

(a) You acknowledge that MedStripes has granted to certain entities or individuals a limited, revocable, non-assignable, non-exclusive, non-sublicensable, and non-transferable license (“**License**”) to access and use the Software, in object code form only, and that User is being permitted to access and use the Software under that License.

(b) The Software is protected by copyright and other intellectual property laws and treaties. MedStripes or its suppliers own the title, copyright, and other intellectual property rights in the Software and/or have the right to use, sublicense or distribute the Software.

(c) All Software and any and all modifications thereto, including without limitation, bug fixes, updates and releases, provided by MedStripes, and all worldwide intellectual property rights therein, are and shall remain the exclusive property of MedStripes and its licensors, as applicable. The parties expressly agree that any and all work to be performed by MedStripes under this Agreement shall not be considered a work made-for-hire (as that term is defined in the Copyright Act, 17 U.S.C. § 101, *et seq.*) and all ownership rights relating to the Software and any modifications thereto shall remain vested in MedStripes even should User propose, create, suggest or otherwise direct such modification or improvement to the Software. User acknowledges and agrees that all intellectual property rights of any kind in the Software are and shall remain property of MedStripes and nothing in this Agreement should be construed as transferring any aspect of such rights to User or any third party.

### 2. Obligations of User.

(a) You agree not to disclose, provide, or otherwise make available the Software, any component thereof, or any other MedStripes copyrighted material or intellectual property in any form to any third party without the prior written consent of MedStripes.

(b) You agree not to allow any other entity or individual to use the Software.

(c) You agree not to make any claim of ownership to the Software or any upgrade, enhancement, modification, improvement, or derivative work thereof through any activity or inactivity, including, without limitation, through legal process or business operations.

(d) You agree to cooperate in executing any and all documents, instruments, or affidavits required to maintain and enforce MedStripe’s proprietary right(s) in and to the Software and any upgrade, enhancements, modifications, improvements, or derivative works thereof.

(e) You agree to implement reasonable security measures to protect such copyrighted material and intellectual property rights.

(f) You are responsible for obtaining and maintaining all computer hardware, software, devices, and communications equipment needed to use the Software and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications, telephony) incurred while accessing the Software.

3. Restrictions and Policies.

(a) You acknowledge that Your use of the Software is limited to the terms as provided herein. Without MedStripes's prior written consent, You will not: (i) knowingly or negligently permit third parties to use or copy the Software except in strict accordance with the terms and conditions of this Agreement; (ii) modify, translate, alter, adapt, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute, display, or create derivative works, compilations or collective works based on the Software, which is a valuable trade secret of MedStripes; (iii) merge the Software with any other software or service; (iv) publish or provide any results or benchmark tests run on the Software to a third party; (v) sublicense, rent, lease, grant a security interest in, or otherwise transfer rights to the Software except as specifically permitted herein; or (vi) use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third-party access to the Software. You will not use, permit use of, or cause to be used the Software in any way for hacking, spying, disseminating or transmitting data to any person who does not have specific permission to access data.

(b) You agree not to transmit through the Software any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. You will only use the Software for lawful purposes, in compliance with all applicable laws including, without limitation, intellectual property, defamation, and other relevant laws. Unlawful activities may include (without limitation) storing, distributing or transmitting any copyrighted or trademarked material; storing, distributing or transmitting any unlawful material; insurance/billing fraud; identity theft; unauthorized use, storage, distribution or transmission of personally identifiable data; attempting to compromise the security of any account in the Software; or making direct or indirect threats of physical harm.

4. No Change in Ownership. MedStripes shall remain the owner of any and all proprietary rights in and to the Mark, including any revisions, enhancements, modifications, improvements, or derivative works thereof. Nothing in this Agreement shall entitle You to make any claim of ownership to the Software or any upgrade, enhancement, modification, improvement, or derivative work thereof

5. Compliance. You agree to use the Software in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all relevant amendments and regulations. You agree that you have the necessary authorization to view individual patient data and that you will maintain the confidentiality of that data in compliance with HIPAA and any other laws or regulations.

6. Limited Warranty and Limitation of Liability.

(a) MedStripes warrants that it has good title or license to the Software. MedStripes further warrants that it has the right to license and does hereby license the use of the Software.

(b) The License and/or Software is provided on an “as is” basis, and MedStripes expressly disclaims all representations and warranties with respect to the License and/or Software provided under this Agreement, whether implied, express, or statutory, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, and accuracy. Without limiting the foregoing, You are responsible for applying Your own reasonable discretion in Your use of the Software. You, at your own expense, shall be responsible to defend against any and all damages, liabilities, losses, costs (including reasonable attorneys’ fees and court costs), judgments, expenses, claims, or causes of action of any kind or nature, arising from or in connection with Your use of the Software.

(c) MedStripes its licensors, officers, directors, agents, and employees will not be liable in any event for loss of profits, loss of revenue, damage to goodwill, or indirect, special, incidental, punitive, exemplary or consequential damages incurred by You.

(d) The Software, all services, and all components thereof are provided “as is”. In no event does MedStripes warrant that the software is error-free or that You will be able to operate the software without problems or interruption.

(e) MedStripes shall not be subject to any damages or liability for any errors, omissions or delays of information, data, applications, or products as a result of Your use of the Software.

(f) No action, regardless of form, arising from or pertaining to the Software or this Agreement, may be brought by You more than one (1) year after such action has accrued.

(g) You acknowledge that neither party would have entered into this agreement without these limitations on its liability and each agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

7. Indemnification.

(a) You agrees to indemnify, defends and hold harmless MedStripes its shareholders, directors, officers, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) against and to reimburse any one or more of the Indemnified Parties for all suits, claims, counterclaims, damages, fines, penalties, punitive or exemplary damages and liabilities directly or indirectly arising out of Your use of the Software or Your breach of this Agreement, without limitation and without regard to the cause or causes thereof or negligence (whether such negligence be sole, joint or concurrent, or active or passive) or strict liability of MedStripes or any other party or parties in connection therewith, to the extent such claims do not arise solely from MedStripes’ gross negligence or willful misconduct.

(b) For purposes of this indemnification, “claims” includes all obligations, damages (actual, consequential, exemplary or other) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. MedStripes has the right to defend any such claims against it. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will MedStripes or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against You. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts MedStripes or another Indemnified Party may recover from You.

8. Miscellaneous.

(a) Modification. MedStripes reserves its rights to modify, alter, terminate, or otherwise change these Terms of the Use at any time and without the consent of User.

(b) No Waiver. A waiver by either party of any of the terms and conditions of this Agreement at any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof or of any other term or condition herein.

(c) Assignment or Delegation. You shall not assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of MedStripes. MedStripes may assign or delegate this Agreement or any rights, duties, or obligations hereunder to any individual or entity affiliated with MedStripes. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their successors, legal representatives, and permitted assignees hereto.

(d) Severability. The invalidity or unenforceability of any provision herein shall in no way affect the enforceability of any remaining provisions of this Agreement, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

(e) Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the parties and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

(f) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws rules or principles that might refer the governance or construction to any other jurisdiction. Any dispute arising under this Agreement shall be resolved in the state and federal courts of Elk County, Pennsylvania, and each party hereto waives any objection to venue and hereby submits to the personal jurisdiction of such courts.

(g) Waiver of Jury. The Parties as additional consideration to one another waive their right to trial by jury.

(h) Attorney Fees & Costs. In the event of litigation, mediation, or arbitration of a dispute between the parties, MedStripes is entitled to recover, as part of its damages, attorney fees, expert witness fees, and other costs reasonably and actually incurred if it is the substantially prevailing party in any lawsuit, arbitration, litigation, mediation, or other dispute under this Agreement.

(i) Force Majeure. Neither party shall be responsible or liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to any act of God, act of governmental authority, act of public enemy or due to war or terrorism, malware or computer virus or similar description, the outbreak or escalation of hostilities, riot, fire, flood, civil unrest, insurrection, labor difficulty (including, without limitation, any strike or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the party so affected at the time such causes arise.

(j) No Further Relationship. This Agreement shall not be construed to create a partnership, joint venture, or employment relationship of any kind between MedStripes and User. You do not have any authority of any kind to bind MedStripes in any respect whatsoever. There are no third party beneficiaries to this Agreement.

(k) Entire Agreement. This Agreement reflects the entire agreement between MedStripes and User.

I have reviewed the above Terms of Use and agree to be bound by them:

[I AGREE]

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