PremiumDoc

END USER LICENSE AGREEMENT

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# **Grant of License.** Subject to the terms and conditions of this EULA, we grant you a limited, revocable, nontransferable (except as provided below), personal, nonexclusive, nonsublicensable license to access and use the Platform solely for your own internal purposes of activating clinical health care appointments with health care providers and clinicians and submitting supporting information related thereto.

# **Limitations On License.** The license granted to you in this EULA is restricted as follows:

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 **Limitations on Reverse Engineering and Modification.** You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Platform, except to the extent expressly permitted by applicable law. You may not alter or modify any disabling mechanism which may be resident in the Platform.

* **Sublicense, Rental and Third Party Use.** You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Platform, or directly or indirectly permit any third party to use or copy the Platform.
* **Proprietary Notices**. You may not remove any proprietary notices (*e.g.,* copyright and trademark notices) from the Platform or its documentation.
* **Use in Accordance with Documentation.** All use of the Platform must be in accordance with its then current documentation, if any, provided with the Platform or made available on our web site.
* **Confidentiality**. You must hold the non-public components of the Platform and any related documentation in strict confidence for your own use only.
* **Compliance with Applicable Law**. You are solely responsible for ensuring your use of the Platform is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

# **User Information.** You agree to: (a) provide true, accurate, current, and complete information when registering to use the Platform, establishing your account, and transmitting information related to clinicians and appointment availability (“**User Information**”) and (b) maintain and promptly update the User Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, incomplete, or in violation of any intellectual property or privacy rights of any individual, or we have reasonable grounds to suspect your information is untrue, inaccurate, not current, incomplete, or in violation of any intellectual property or privacy rights of any individual, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. Sharing accounts among users is prohibited. You agree not to allow others to access your account or utilize your password.Doing so will compromise the security of your account.

# **Feedback**. You may provide suggestions, comments or other feedback (collectively, “**Feedback**”) regarding our products and services, including the Platform. Feedback is voluntary. We may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant us an irrevocable, world-wide, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with our business, including the enhancement of the Platform and the provision of products and services to our customers.

# **Termination.** This EULA and license will automatically terminate in the event you breach any of its terms. In the event of a claim of intellectual property infringement by any third party relating to the Platform, we may immediately terminate this EULA.In addition, we may choose to discontinue support of the Platform at any time, without notice. This may include remotely accessing the Platform to cease its operation. In such case, the Platform may cease to function and your data may become inaccessible. You are solely responsible for backing up any data stored in the Platform.

# **Privacy**. The Privacy Notice linked below provides a description of how we collect, use, share and protect personal information on our Platform, as well as the choices and access rights you have in regards to such personal information. For more information on our privacy practices and to review our Privacy Policy please visit [URL].

# **Platform Support; Functionality**. All questions and requests relating to Platform support must be directed to us at the contact information we provide to you or make available through the Platform. We may change or remove functionality and other features of the Platform at any time, without notice.

# **Your Warranties**. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, (ii) you are not listed on any U.S. Government list of prohibited or restricted parties, (iii) you have the authority and the right to use the login credentials that you are using, and to access, use, transmit, and share the information, content, and data you are submitting; (iv) you have obtained any required consents, authorizations, or other permissions necessary to share the information, content, and data you are submitting and have otherwise taken steps to ensure that the transmission complies with applicable law; and (v) you are not purporting to be anyone other than yourself (or a person for whom you have legal authority to act).

# **Warranty Disclaimer**. THE PLATFORM IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUITE ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED.

# THE PLATFORM IS USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGES AND AGREES THAT PREMIUMDOC AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, AND OTHER UNDESIRABLE DATA OR SOFTWARE MAY BE TRANSFERRED OVER THE INTERNET; AND (B) UNAUTHORIZED USERS SUCH AS HACKERS MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE PROVIDER’S DATA, WEBSITES, PROPERTIES, COMPUTERS, OR NETWORKS. PREMIUMDOC WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF YOUR DATA.

# **Limitation Of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR SUPPLIERS AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages (other than as may be required by applicable law) exceed the amount of fifty dollars ($50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

# **Your Indemnity**. You will indemnify, defend, and hold us and our suppliers and licensors harmless from and against all damages, liabilities, costs, fines, sanctions, and expenses arising out of your use, misuse, or reliance on the Platform or your breach of this EULA, except to the extent that such costs or damages are caused by PremiumDoc’s gross negligence or intentional misconduct.

# **Export and Import Restrictions**. The Platform is for use in the United States only and may be subject to the import and export laws of various jurisdictions, including the United States. You are solely responsible for ensuring compliance with all foreign and domestic export and import laws and regulations.

# **Changes to this EULA**. We reserve the right at any time to modify this EULA and to add new or additional terms or conditions on your use of the Platform. Such modifications and additional terms and conditions will be effective immediately and incorporated into this EULA. Your continued use of the Platform will be deemed acceptance thereof.

# **General.** This EULA will be construed, interpreted, and performed exclusively according to the laws of the State of Florida, without giving effect to any principles of conflicts of law. Any action at law or in equity arising out of or directly or indirectly relating to this EULA may be instituted only in the Federal or state courts located in the State of Florida. You and we consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this EULA, and to extra-territorial service of process. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to this EULA must be filed within one (1) year after the claim or cause of action arose. This EULA constitutes the entire understanding and agreement between us and you with respect to the transactions contemplated in this EULA and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this EULA, all of which are merged in this EULA. In the event any provision of this EULA is found invalid or unenforceable pursuant to judicial decree, the remainder of this EULA will remain valid and enforceable according to its terms. Any failure by us to strictly enforce any provision of this EULA will not operate as a waiver of that provision or any subsequent breach of that provision. We will not be responsible for failures to fulfill any obligations due to causes beyond our control. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Platform. The disclaimers and limitations of liability and your indemnity will survive any termination or expiration of this EULA. This EULA may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and us. Neither you nor we will contest the validity or enforceability of this EULA, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.**

# **Contact Information**.Our contact information is as follows: Rad4U, Inc., 402 Buttonwood Lane, Largo, Florida 33770.