

MyMedLeads.com Terms and Conditions

OVERVIEW

A. MyMedLeads.com has developed a software tool to help medical practices communicate with prospective and existing patients and to seek to maximize the conversion of leads generated by such practices into patients.

B. Client desires to subscribe to use the MyMedLeads.com software tool (the “Software”) under the terms and conditions set forth below (the “Agreement”).

1. IMPLEMENTATION AND MONTHLY FEES: CLIENT agrees to pay to MyMedLeads.com: (a) a monthly fee based on the subscription plan selected for access and use of the Software by an unlimited number of CLIENT employees or agents (“Users”), (b) a monthly fee for one (1) hour per month of customer service, (c) a \$1500 one-time setup fee for new accounts (if applicable), and (d) a fee of \$90 per hour for additional customer support after 1 hour per month is exhausted. The amounts and timing of payments are as specified in Section 7 below unless otherwise specified in the attached Invoice/Order Form.

2. RESPONSIBILITIES OF MYMEDLEADS.COM: MyMedLeads.com shall: (a) provide to CLIENT basic training and customer support for the Software as set forth in this Agreement; and (b) provide assistance to CLIENT to integrate its website(s) with MyMedLeads. CLIENT is limited to two change requests as part of the integration process before a \$90 per hour fee is charged for each additional hour or editing. Any request for assistance in design of any marketing campaign(s) will be handled as a separate service under terms to be mutually agreed but otherwise subject to the Terms of this Agreement.

3. RESPONSIBILITIES OF CLIENT: CLIENT shall (i) be responsible for Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT’S data and the means of data acquisition and use thereof, including but not limited to compliance with the Telephone Consumer Protection Act, the CAN-SPAM Act and any other state or federal laws or regulations relating to communications with others, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify MyMedLeads.com promptly of any such unauthorized access or use, (iv) use the Software only in accordance with the User Guide and applicable laws and government regulations, (v) furnish all necessary hardware and third-party software programs for CLIENT to be able to access and use the Software.

4. LICENSE: Subject to CLIENT’S compliance with the terms and conditions of this Agreement (including but not limited to timely payment of all fees), MyMedLeads.com grants CLIENT a

personal, non-exclusive, non-sublicensable, non-transferable right and license to install, execute and otherwise use the Software (in Object Code only) for use in connection with CLIENT's own internal business during the term of this Agreement. No other use is authorized. Any rights in the Software not expressly granted under this paragraph are expressly retained by MyMedLeads.com. This license includes any updates to the Software MyMedLeads.com may issue from time to time, but not any new versions of the Software which will require a separate license and fee.

5. USE RESTRICTIONS: Without limiting any other provision of this Agreement, CLIENT shall not (a) make the Software available to anyone other than Users, (b) sell, resell, rent or lease the Software, (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tort material, or to store or transmit violation of third-party privacy rights, (d) use the Software to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, (f) attempt to gain unauthorized access to the Software or any related MyMedLeads.com systems or networks, (g) permit any third party to access the Software, except as permitted herein or in the attached Invoice/Order Form, (h) create derivative works based on the Software, (i) copy, frame or mirror any part or content of the Software, other than copying or framing on CLIENT'S own intranets or otherwise for CLIENT'S own internal business purposes, (j) reverse engineer the Software, or (k) access the Software in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Software.

6. TERM AND TERMINATION: Either party may terminate this Agreement (a) upon thirty (30) days written notice to the other party for any reason or no reason, or (b) upon ten (10) days' written notice to the other party in the event of a material breach by such other party not cured within such 10-day period. Monthly accounts will terminate 30 days after the cancellation date. Annual payments are not refundable, except that if MyMedLeads.com terminates per Section 6(a) without cause, MyMedLeads.com will provide a prorated refund for any prepaid period of a subscription that is unused. Neither the implementation fee nor the past monthly fees are refundable.

7. BILLING AND PAYMENT: For any fees not otherwise paid in advance by CLIENT, CLIENT agrees to authorize MyMedLeads.com to charge CLIENT'S valid credit card for amounts as they come due per the attached Invoice/Order Form. If use of a credit card is authorized by CLIENT, MyMedLeads.com will charge the applicable amount(s) periodically as they come due as listed in this Agreement and attached the Invoice/Order Form. If CLIENT elects to pay by a method other than authorized credit card charges, MyMedLeads.com shall provide an invoice to CLIENT. The implementation fee shall be paid upon execution of this Agreement. Monthly fees shall be paid in advance of each month of Service.

8. SUSPENSION OF SERVICE AND ACCELERATION: If any undisputed amount owed by CLIENT under this Agreement or the attached Invoice/Order Form is more than thirty (30) days past due, or, if MyMedLeads.com is unable to charge an authorized credit card for more than ten (10) days, then MyMedLeads.com may, without limiting any other rights or remedies it may have under this

Agreement of the Order Form, accelerate the unpaid fee obligations under such agreements such that all such obligations become immediately due and payable, and suspend access to the Software until such amounts are paid in full.

9. LIMITED WARRANTIES: (a) MyMedLeads.com warrants and represents that it has the right provide access to the Software and that the use of the Software in accordance with the terms of this Agreement will not violate any third-party rights. (b) EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OR RESULTS TO BE OBTAINED. (c) Without limiting the foregoing, CLIENT expressly acknowledges and agrees that (i) no guarantee is made as to the results of any marketing efforts CLIENT may make using the Software.

10. LIMITATION OF LIABILITY: Neither party shall be liable for any incidental, consequential or special damages including, without limitation, loss of profits, claimed by the other party related in any way whatsoever to this Agreement, the attached Invoice/Order Form or the Software. In no event will either party's liability to the other party exceed the amount paid (or owed to) MyMedLeads.com under this Agreement for the 12-month period prior to the time the claim arises; provided that nothing herein limits either party's duty of indemnification against third-party claims as expressly set forth in Section 11 below.

11. INDEMNIFICATION: (a) Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its employees, partners, shareholders, officers, agents and /or representatives (the "Indemnified Parties") from and against any third-party claims, actions or lawsuits brought against an Indemnified Party, and all resulting loss, cost, damage or expense (including reasonable attorneys' fees) arising out of the Indemnifying Party's breach of this Agreement, violation of any law or regulation, or negligence or willful misconduct. (b) Each party shall give the other prompt notice of any claim for indemnification under this Section 11. The Indemnifying Party shall have the right to control the defense. The Indemnified Party shall have the right to participate in the defense, at its own cost, after the Indemnifying Party assumes the control thereof. No settlement affecting the rights of the Indemnified Party (other than payment of money covered by the Indemnifying Party) shall be entered into without the Indemnified Party's consent, not to be unreasonably withheld or delayed. (c) Notwithstanding anything to the contrary set forth above, in the event of an actual or threatened third-party claim alleging that use of the Software violates any third-party rights, MyMedLeads.com, at its option, may seek to obtain a license to enable CLIENT to continue to use the Software or, if such license is not available on commercial terms acceptable to MyMedLeads.com, and if MyMedLeads.com cannot provide alternate non-infringing software with comparable functionality, MyMedLeads.com may terminate this Agreement and provide a refund of any prepaid subscription fees for any unused period as CLIENT's sole damages (other than continued defense of the third-party claim if necessary).

12. FORCE MAJUERE: If an Act of God, Mother Nature or event beyond the control of MyMedLeads.com, such as a war, tornado, flood, fire, hurricane, electrical shortage, union strike, pandemic, or other national disaster, rendering MyMedLeads.com unable to perform its obligations under the terms of this Service Agreement, MyMedLeads.com shall not be deemed in default, and the parties shall confer to take whatever remedial action they mutually deem appropriate.

13. OWNERSHIP OF DATA. CLIENT shall exclusively own all rights, title and interest in and to all of CLIENT'S data, including but not limited to any and all personal information and/or contact information for any prospective or actual patients of CLIENT, and MyMedLeads.com shall not use any such information for any purpose other than to make the Software available to CLIENT per the terms of this Agreement and as provided herein. Notwithstanding the foregoing, MyMedLeads.com has the right to use: (i) Client's data for benchmarking purposes provided that MyMedLeads.com completely de-identifies all such client data; and (ii) anonymous aggregated patient-level data which may be used by MyMedLeads.com for any reason; either of which may be accessed and used by MyMedLeads.com without notice to Client. MyMedLeads.com further agrees to use reasonable technological and personnel means to protect the integrity and security of CLIENT data stored via MyMedLeads.com; provided that CLIENT acknowledges and agrees that no internet-based system can assure absolute security and that no guarantee is made against unauthorized third-party access to or use of such data. MyMedLeads.com provides Export Functionality to remove and store all data that is stored on MyMedLeads.com.

14. Miscellaneous. The parties hereto are independent contractors; nothing herein creates any different relationship. The headings in this Agreement are for convenience only and do not change the meaning of any other provisions. If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect as if the unenforceable provision was not included and shall be construed in a manner so as to achieve the intent of the parties as expressed herein to the greatest extent possible. Sections 3, 5, 9-11, 13 and 14 shall survive any termination of this Agreement. This Agreement and the attached Invoice/Order Form constitute the entire agreement of the parties relating to the Software, supersede any prior oral or written agreement or purchase order or other document issued by CLIENT, and cannot be changed except in a writing signed by both parties expressly identifying the portion(s) of this Agreement to be modified. Any failure to enforce any provision hereof shall not be deemed a waiver of such provision.

13. GOVERNING LAW: This Agreement shall be construed pursuant to Florida law without reference to its conflict of law provisions and venue for all legal actions hereunder shall be in Hillsborough County, Florida.