

## End User License Agreement

This End User License Agreement (this “Agreement”) is a binding agreement by and between Blissful Enterprises, LLC, a North Carolina limited liability company, doing business as Physicianconnection.com (the “Provider”), and the Person (as hereinafter defined) accessing or using the Content, the Portal, or the Services (each, as hereinafter defined) (“you”, “your”, “You”, or “Your”).

By checking the “I Agree” box, clicking the “I Agree” button, accessing or using the Content, the Portal, or the Services, or exercising any other means provided for acceptance of this Agreement or the Services, you represent and warrant that you are duly authorized to access and use the Content, the Portal, and the Services, accept the terms and conditions of this Agreement and are legally bound hereby, understand that checking the “I Agree” box, clicking the “I Agree” button, accessing or using the Content, the Portal, or the Services, or exercising any other means provided for acceptance of this Agreement or the Services has the same legal effect as a physical signature by you to this Agreement. You deem your representations and warranties set forth herein to be true, and agree to undertake your obligations set forth herein, each time you access or use the Content, the Portal, or the Services. If you do not check the “I Agree” box, click the “I Agree” button, access or use the Content, the Portal, or the Services, or exercise any other means provided for acceptance of this Agreement or the Services, you shall have no license to, and must not access or use, the Content, the Portal, or the Services.

This Agreement governs your access to and use of the Portal and the Services, including all courses, illustrations, images, manuals, materials, presentations, text, trainings, videos, and any other information or materials, in printed, electronic, or any other form, provided to you for use by the Provider and any copies or duplicates thereof (collectively, the “Content”).

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Portal” means the web-based portal that serves as an interface to the Services and that may be used to store, retrieve, and transmit User Data and other data, information, or material.

“Service” or “Services” means any service rendered by Provider to you, including, without limitation, (i) access to the Portal, (ii) storing, retrieving and

transmitting User Data, (iii) the provision of Content in connection with the Portal, (iv) bug-fixes, corrections, enhancements, patches, revisions, updates, or upgrades to the Portal, and (v) the provision of maintenance or support services in connection with the Portal.

“Third-Party Content” means any applications, data, content, information, products, or services provided by a third-party that may be displayed, included, or made available in or through the Content or the Portal.

“User” means any Person who accesses or uses the Content, the Portal, or the Services, or any Person on behalf of which any other Person accesses or uses the Content, the Portal, or the Services, as applicable.

“User Data” means any data, information, or other material provided or submitted by you or any other User through the Portal.

2. License Grant. Subject to your strict compliance with this Agreement, Provider hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Content, the Portal and the Services. The license grants you the right to access and use the Content, the Portal and the Services, for your personal, non-commercial purposes, solely in accordance with the terms and conditions hereof. The license shall terminate immediately upon the earlier of (i) your ceasing to be authorized by Provider to access or use the Content, the Portal, or the Services for any or no reason or the (ii) termination of this Agreement.
3. Intellectual Property Rights. You acknowledge that the Content, the Portal, and the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Content, the Portal, or the Services under this Agreement, or any other rights to the Content, the Portal, or the Services, including Intellectual Property Rights, other than the right to access or use the same in accordance with the license granted under Section 2 hereof, subject to all terms, conditions, and restrictions hereof. Provider reserves and shall retain its entire right, title, and interest in and to the Content, the Portal, and the Services and all Intellectual Property Rights arising out of or relating to the same. You shall safeguard all Content, the Portal, and the Services from infringement, misappropriation, misuse, theft, or unauthorized access.
4. Use Restrictions. You shall not, directly or indirectly:
  - (a) access or use the Content, the Portal, or the Services except as set forth in Section 2 hereof;
  - (b) access or use the Content, the Portal, or the Services on behalf of another Person without being authorized by such other Person to do so;

- (c) adapt, copy, duplicate, modify, translate, or otherwise create derivative works or improvements, whether or not patentable, of the Content, the Portal, or the Services or any part thereof;
  - (d) combine the Content, the Portal, or the Services or any part thereof with, or incorporate the Content, the Portal, or the Services or any part thereof in, any other content, platform, program, or material, regardless of form;
  - (e) decode, decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code of the Content, the Portal, or the Services or any part thereof;
  - (f) alter, delete, obscure, or remove any copyright, patent, trademark, or other Intellectual Property Right or proprietary right, or notices thereto, included on or in the Content or the Portal;
  - (g) assign, distribute, lease, lend, publish, rent, sell, sublicense, transfer, or otherwise provide any access to or use of the Content, the Portal, or the Services or any features or functionalities thereof, for any reason, to any other Person, except as expressly provided in this Agreement;
  - (h) access or use the Content, the Portal, or the Services, or upload, retrieve, or transmit User Data, in violation of any applicable local, state, national and foreign laws, treaties, regulations, or rules, including, without limitation, the Anti-Kickback Statute (42 USC §1320a-7b(b)) (“AKS”), the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including those concerning privacy and security (“HIPAA”), and the Physician Self-Referral Law (42 USC §1395nn) (“Stark”), and those related to data privacy, false claims, civil monetary penalties, international communications, the marketing or sale of pharmaceutical products, off-label promotion, the transmission of personal or technical data, and unfair competition (as each may be hereafter amended);
  - (i) access or use the Content, the Portal, or the Services, or retrieve or transmit User Data, for purposes of competitive analysis of the Content, the Portal, or the Services, the development of a competing product or service, or any other purpose that is to the Provider’s commercial disadvantage; or
  - (j) engage in any act or omission in connection with any User or any Person who is not a User in connection with the Content, the Portal, or the Services that violates or is intended to violate AKS, HIPAA, Stark, or any other law.
5. Third-Party Content. The Content or the Portal may display, include, or make available certain Third-Party Content. You acknowledge and agree that the Provider shall not be responsible for any Third-Party Content, including the accuracy, decency, completeness, legality, timeliness, quality, validity, or any

other aspect thereof. The Provider does not assume and shall not have any liability or responsibility to you or any other Person for any Third-Party Content. You hereby agree to comply with applicable third-parties' terms and conditions when accessing or using the Content or the Portal.

6. Security Measures. The Content or the Portal may contain technological copy protection or other security features designed to prevent unauthorized access to or use of the Content, the Portal, or the Services, including features designed to prevent access to or use of the Content, the Portal, or the Services: (i) beyond the scope of the license granted pursuant to Section 2 hereof, or (ii) prohibited pursuant to Section 3 hereof. You shall not, and shall not attempt to, remove, circumvent, disable, or otherwise create or implement any workaround to, any such copy protection or security features. You shall (i) notify Provider immediately of any unauthorized access to or use of the Content, the Portal, or the Services or any other known or suspected breach of security, (ii) report to Provider immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you, and (iii) not impersonate another User or provide false identity information to gain access to or use of the Content, the Portal, or the Services. You are solely responsible for securing the equipment and networks through which you may access or use the Content, the Portal, or the Services, including through the use of firewalls and other security tools, as appropriate.
7. Maintenance and Support. Maintenance and support services shall include provision of such bug-fixes, corrections, enhancements, improvements, modifications, patches, revisions, updates, or upgrades (collectively, "Updates") as Provider makes generally available to all licensees of the Content, the Portal, and the Services then entitled to maintenance and support services. Provider may develop and provide Updates in its sole discretion, and you agree that Provider has no obligation to develop any Updates at all or for particular issues. Provider further agrees that all Updates will be deemed Services, and related documentation will be deemed Content, all subject to all terms and conditions of this Agreement. You acknowledge and agree that Provider may provide some or all Updates via a website designated by Provider and that your receipt thereof will require an internet connection, which connection is your sole responsibility. Provider has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Content, the Portal, or the Services that Provider may issue as a separate or new product, and Provider may determine whether any such issuance qualifies as a new version, new release, or Update in its sole discretion. Provider may delete, modify, or revise certain features and functionalities of the Content, the Portal, and the Services in its sole discretion, and you agree that Provider has no obligation to continue to enable or provide to you any particular features or

functionalities of the Content, the Portal, or the Services. Provider reserves the right to discontinue or suspend, temporarily or permanently, access to or use of the Content, the Portal, or the Services, with or without notice, and without liability, to you.

8. Collection and Use of Information.

- (a) Provider may, directly or indirectly through the services of others, collect and store information regarding access to or use of the Content, the Portal, or the Services and about devices or equipment on which the Portal is installed or through which it otherwise is accessed or used, which such information shall be deemed User Data.
- (b) Provider may use such User Data for any purpose related to any access to or use of the Content, the Portal, or the Services by you, including but not limited to: (i) improving the performance of the Portal or the Services or developing Updates thereto, and (ii) verifying compliance with the terms and conditions of this Agreement and enforcing Provider's rights, including all Intellectual Property Rights, in and to the Content, the Portal, or the Services or any part thereof. Notwithstanding anything herein to the contrary, Provider may disclose such User Data in an aggregated and anonymized manner, such that you or any Person to whom such User Data pertains are not individually identifiable, to any third-party, including any governmental authority, to the extent and in the manner permitted by applicable law. If any User Data is requested by a governmental authority, you shall defend, indemnify, and hold harmless Provider from and against all costs or expenses of any kind arising out of or related to Provider's compliance with such request.

9. Responsibility for Access and Use of Content, Portal, and Services. You are liable and responsible for all direct or indirect access to or use of the Content, the Portal, and the Services, and the upload, retrieval or transmittal of User Data, by you and by any other User to whom you may provide access to or use of the Content, the Portal, or the Services or authorization to access or use the Content, the Portal, or the Services on your behalf, whether such access or use is permitted by or in violation of this Agreement. Specifically, and without limiting the generality of the foregoing, you are liable and responsible for all actions and failures to take required actions with respect to the Content, the Portal, the Services, and the User Data by you and by any other User to whom you may provide access to or use of the Content, the Portal, or the Services or authorization to access or use the Content, the Portal, or the Services on your behalf, whether such access or use is permitted by or in violation of this Agreement. You agree that under no circumstances shall Provider be liable in any way for any User Data, including the accuracy, completeness, or truthfulness thereof, or damages or losses of any kind incurred as a result of your access to or use of such User Data.

10. Consent to Use User Data. In the event you upload, retrieve, or transmit User Data to or from the Portal, or allow the Portal store, retrieve, or transmit User Data, you agree that (i) such User Data (including any confidential information or Intellectual Property Rights contained in such User Data) may be stored, retrieved, or transmitted to or from the Portal, (ii) you have the right to share such User Data with Provider for the uses specified in this Agreement, (iii) such User Data does not include any information subject to HIPAA, (iv) such User Data complies with all applicable local, state, national and foreign laws, treatises, regulations, or rules, including, without limitation, AKS, Stark, and HIPAA, and those related to data privacy, false claims, international communications, the marketing or sale of pharmaceutical products, off-label promotion, the transmission of personal or technical data, and unfair competition, and (v) such User Data is accurate, complete, and truthful in all respects.
11. Standards for User Data. The following content standards apply to all User Data submitted to Provider through the Portal. Without limiting other language herein regarding User Data requirements, User Data must not (i) contain any material that is abusive, defamatory, discriminatory, harassing, hateful, indecent, inflammatory, libelous, mean-spirited, obscene, offensive, unlawful, upsetting, threatening, violent, or otherwise objectionable, (ii) contain any material that is machine-generated, randomly-generated, or spam, or that constitutes any form of gambling, lottery, unauthorized or unsolicited advertising, or unauthorized solicitation, (iii) contain or result in the installation of malware, scripts, trojan horses, viruses, worms, or other material that is designed or intended to damage, disrupt, or limit the functioning of any hardware, software, or other equipment or to obtain unauthorized access to any data or other information of any Person, (iv) infringe upon any Intellectual Property Rights, proprietary rights, or other rights of any other Person, (v) violate the legal rights (including the rights of publicity and privacy) of other Persons or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations, (vi) be likely to deceive any Person, (vii) impersonate any Person, or misrepresent your identity or affiliation with any Person, or (viii) promote any illegal activity, or advocate, assist, or promote any unlawful act. Provider, in its sole discretion, (i) reserves the right to format and revise any User Data, (ii) reserves the right, but not the obligation, to determine whether any User Data complies with the terms and conditions of this Agreement and remove any User Data that does not, and (iii) reserves the right to limit or revoke access to or use of the Content, the Portal, or the Services if the User Data does not comply with the terms and conditions of this Agreement.
12. Indemnification. You shall defend, hold harmless, and indemnify Provider, its Affiliates, and its and their agents, assigns, controlling persons, employees, licensors, managers, members, officers, parents, partners, subsidiaries, and

successors, from and against all actions, claims, costs, damages, deficiencies, demands, expenses, interest, judgments, liabilities, losses, fines, or penalties of whatever kind (including reasonable attorneys' fees) arising out of or related to: (i) your acts, conduct, or omissions, (ii) the acts, conduct, or omissions of any User to whom you may provide access to or use of the Content, the Portal, or the Services or authorization to access or use the Content, the Portal, or the Services on your behalf, (iii) direct or indirect access to or use of the Content, the Portal, and the Services, and the upload, retrieval or transmittal of User Data, by you and by any other User to whom you may provide access to or use of the Content, the Portal, or the Services or authorization to access or use the Content, the Portal, or the Services on your behalf, (iii) your breach of any obligation, representation, or warranty under this Agreement, the Privacy and Security Policy (as hereinafter defined), or the Services Order Form (as hereinafter defined), and (iv) your violation of any applicable local, state, national and foreign laws, treatises, regulations, or rules, including, without limitation, the AKS, HIPAA, and Stark, each as may hereafter be amended, and those related to data privacy, false claims, international communications, the marketing or sale of pharmaceutical products, off-label promotion, the transmission of personal or technical data, and unfair competition. For purposes of this Agreement, "Affiliates" shall mean Persons that are directly or indirectly related to a specified Person by common interest, control, or ownership.

13. Electronic Mail. You hereby (i) grant consent for electronic mail and SMS messages to be sent by Provider to email addresses and mobile phone numbers stored in the Portal, and (ii) agree that the Provider is not responsible for any fees or other charges that a wireless carrier may charge for any related data or message services, including without limitation for SMS.
14. Term; Termination. This Agreement and the license granted hereunder and the Services Order Form (as hereinafter defined) shall remain in effect for one (1) year from the Effective Date (as defined in the Services Order Form), and automatically renew for successive one (1) year periods, unless and until terminated as set forth herein (the "Term"). You may terminate this Agreement and the Services Order Form by providing sixty (60) days' prior notice to Provider and ceasing to access or use, and destroying all copies of, the Content, the Portal, and the Services. Provider may suspend or terminate this Agreement or the Services Order Form, effective immediately, at any time and for any reason, in its sole discretion, with or without prior notice. Upon termination of this Agreement, the license granted hereunder shall also terminate, and you shall cease accessing or using and destroy all copies of the Content, the Portal, and the Services. No termination shall affect your obligation to pay any obligations arising out of or otherwise owed under this Agreement or the Services Order Form.

15. Representations and Warranties. You represent and warrant to Provider that: (i) neither the execution, delivery, nor performance of this Agreement by you will conflict with or violate any agreement, instrument, law, regulation, or rule, or any decree, judgment, or order, to which you are a party or by which you may otherwise be bound, (ii) you will at all times comply with applicable laws, regulations, and rules related to the Content, the Portal, the Services, and the User Data, including, without limitation, AKS, HIPAA, and Stark, each as may hereafter be amended, and those related to data privacy, false claims, international communications, the marketing or sale of pharmaceutical products, off-label promotion, the transmission of personal or technical data, and unfair competition, and (iii) you shall not offer any discounts on, or free trials of, any products through the Portal. You further represent and warrant that, if another Person accesses or uses the Content, the Portal, or the Services on your behalf, (i) such other Person is duly authorized by you to do so, (ii) such other Person accepts the terms and conditions of this Agreement and is legally bound hereby, and (iii) you and such other Person understand that their accessing or using the Content, the Portal, or the Services on your behalf has the same legal effect as physical signature by you and such other Person to this Agreement. Similarly, you represent and warrant that, if you access or use the Content, the Portal, or the Services on behalf of any other Person, (i) you are duly authorized by such other Person to do so, (ii) such other Person accepts the terms and conditions of this Agreement and is legally bound hereby, and (iii) you and such other Person understand that your accessing or using the Content, the Portal, or the Services on their behalf has the same legal effect as a physical signature by you and such other Person to this Agreement. The parties hereto represent and warrant to one another that (i) neither party shall offer, pay, solicit, or receive any remuneration (including the transfer of anything of value, directly or indirectly, overtly or covertly, in cash or in kind) to induce or reward the referrals of items or services reimbursable by a federal healthcare program, that (ii) no aspect of any Person's rights or abilities to use the Content, the Portal, and the Services is determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for which payment may be made in whole or in part under a federal healthcare program, that (iii) any payment by you for the Services hereunder is set in advance, consistent with fair market value, not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for which payment may be made in whole or in part under a federal healthcare program, and based only upon the costs incurred by Provider in providing the Services hereunder, that (iv) the Services hereunder do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law, and that (v) the Services hereunder do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the Services.
16. Warranty Disclaimer. THE CONTENT, THE PORTAL, AND THE SERVICES ARE PROVIDED TO YOU "AS AVAILABLE" AND "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO



THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CONTENT, THE PORTAL, THE SERVICES, AND THE USER DATA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PROVIDER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED CONTENT, PORTAL, OR SERVICES, OR THE USER DATA, WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, BE FREE OF ANY MALWARE, SCRIPTS, TROJAN HORSES, VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- (a) IN NO EVENT WILL PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY ACCESS TO, USE OF, DELAY IN, INABILITY TO USE, INTERRUPTION TO, OR LOSS OF THE CONTENT, THE PORTAL, THE SERVICES, OR THE USER DATA, ANY DATA OR SECURITY BREACH IN WHICH THE CONTENT, THE PLATFORM, THE SERVICES, OR THE USER DATA IS OR MAY BE EXPOSED TO UNAUTHORIZED ACCESS OR USE, ANY LOSS RESULTING FROM PORTAL OR SERVICE FAILURE, INCOMPATIBILITY, MALFUNCTION, OR SHUTDOWN, ANY LOST BUSINESS, GOODWILL, PROFIT, OR REVENUES, ANY STORAGE, RETRIEVAL, OR TRANSMITTAL OF USER DATA, ANY PERSONAL INJURY, OR FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES ORDER FORM (AS HEREINAFTER DEFINED), BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL PROVIDER'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES ORDER FORM (AS HEREINAFTER DEFINED) OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF (i) ONE HUNDRED DOLLARS (\$100.00) OR (ii) THE TOTAL AMOUNT PAID TO THE PROVIDER, IF ANY, PURSUANT TO THIS AGREEMENT OR THE SERVICES ORDER FORM (AS HEREINAFTER DEFINED) FOR UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES THAT ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 17(A) AND SECTION 17(B) SHALL APPLY EVEN IF THE PROVIDER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

18. Export Regulation. The Content, the Portal, and the Services may be subject to United States export control laws, including the United States Export Administration Act and the regulations implemented in connection therewith. You shall not, directly or indirectly, export, re-export, or release the Content, the Portal, or the Services to, or make the Content, the Portal, or the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making release the Content, the Portal, or the Services available outside the United States. You represent and warrant that you (i) are not located in any country that is subject to an embargo by the United States government, or that has been designated by the United States government as a "terrorist supporting" country, and that you (ii) are not listed on any United States government list of prohibited or restricted parties.
19. Dispute Resolution. In the event of any controversy arising out of or relating to this Agreement, the Privacy and Security Policy (as hereinafter defined), the Services Order Form (as hereinafter defined), or any breach thereof (each, a "Dispute"), you and Provider shall first use your diligent and good faith efforts to

resolve the Dispute by exchanging relevant information and negotiating in good faith. If such Dispute resolution efforts are unsuccessful, you agree to participate in non-binding mediation. Either you or Provider may, by written notice to the other, require that the other participate in non-binding mediation to attempt to resolve such Dispute. Such mediation shall be conducted in Wilmington, North Carolina and shall be administered by a mediator mutually acceptable to you and Provider or, absent such mutual agreement, by a mediator selected by the Charlotte, North Carolina office of the American Arbitration Association under its Commercial Mediation Rules. If the mediation is unsuccessful after thirty (30) days, the Dispute shall be submitted to binding arbitration in accordance with the rules of the Uniform Arbitration Act. Such arbitration shall be initiated by either you or Provider by notifying the other in writing. The arbitration shall be conducted in Wilmington, North Carolina and administered by an arbitrator mutually acceptable to you and Provider or, absent such mutual agreement, by an arbitrator selected by the Charlotte, North Carolina office of the American Arbitration Association. The arbitrator shall hold a hearing(s) within sixty (60) days of the arbitrator's receipt of the notice of its selection as arbitrator. Reasonable discovery, including depositions, shall be permitted. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). Judgment upon any award rendered by the mediator or the arbitrator, as the case may be, may be entered in any court having jurisdiction thereof. All administrative fees and expenses, mediation fees and expenses, or arbitration fees and expenses, as the case may be, shall be divided equally between you and the Provider; provided, however, that the prevailing party (as determined by the mediator or arbitrator, as the case may be) shall be awarded the fees and previously paid by such party, unless otherwise determined by the arbitrator or mediator. Any award shall be a conclusive determination of the matter and shall be binding upon you and the Provider and shall not be contested by either you or the Provider. During any Dispute under this Agreement, you and the Provider shall continue to fulfill your respective obligations under this Agreement, unless the subject matter of the Dispute is of such a nature that this is by no means possible until the Dispute has been fully settled.

20. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 19 HEREOF.
21. Waiver of Class or Consolidated Actions. ALL DISPUTES MUST BE RESOLVED IN ACCORDANCE WITH SECTION 19 HEREOF ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF

MORE THAN ONE PERSON CANNOT BE RESOLVED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON.

22. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.
23. Force Majeure. Provider shall not be liable or responsible, or deemed in default or breach hereunder, by reason of any failure or delay in the performance of its obligations hereunder or under the Services Order Form where such failure or delay is due to acts of God, the actions or omissions of any third-party, civil disturbances, embargo, epidemic, fire, flood, hostilities, invasion, labor disputes, laws, regulations, orders or other acts of any governmental authority, natural disaster, pandemic, rebellion, riot, sabotage, strikes, terrorism, war, or any other circumstances or causes beyond Provider's reasonable control.
24. Notice. Any notice required or permitted of you under this Agreement must be in writing and signed by you. Notice by you is deemed given to Provider, as follows: (a) if the notice is hand-delivered to Provider, then on the date of delivery; (b) if the notice is sent by United States registered or certified mail, return receipt requested, with proper postage prepaid, addressed to the Provider's Address, then on the date of the Provider's receipt as indicated on the return receipt; and (c) if the notice is sent by a national courier service (such as FedEx) addressed to the Provider's Address, then on the date of receipt as confirmed by such national courier service. The term "Provider's Address" means 1213 Culbreth Drive, Suite 362, Wilmington, North Carolina 28405, or such other address set forth in any change of address given by Provider to you. Any notice required or permitted of Provider under this Agreement must be in writing and electronically delivered to you by Provider. Notice by Provider is deemed given to you, if addressed to the last e-mail address you provided to Provider, on the date of delivery. Where Provider requires that you provide an e-mail address, you are responsible for providing Provider with your most current e-mail address. In the event that the last e-mail address you provided to Provider is not valid, or for any reason is not capable of receiving from Provider any notice required or permitted of Provider under this Agreement, Provider's delivery of notice to such e-mail address will nonetheless constitute effective notice hereunder.
25. Privacy Policy. Provider collects, stores, maintains, and shares information about you in accordance with Provider's Privacy and Security Policy, available at <https://www.physicianconnection.com/privacy>, the terms of which are incorporated herein by reference (the "Privacy and Security Policy"). You

acknowledge that you hereby accept the terms and conditions of the Privacy and Security Policy and are legally bound thereby.

26. Entire Agreement; Conflicts. This Agreement, the Privacy and Security Policy, and the Services Order Form, of even date herewith, by and between you and Provider (the “Services Order Form”), the terms of which are incorporated herein by reference, constitute the sole and entire agreement between you and Provider with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. You may be subject to additional terms and conditions that apply when you use or purchase any other services from Provider, which Provider shall provide to you at the time of such use or purchase, and which shall be incorporated herein by reference unless expressly stated otherwise in such other terms and conditions. In the event there is a conflict between any such additional terms and conditions, or the Privacy and Security Policy, or the Services Order Form and this Agreement, this Agreement shall govern.
27. Assignment. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement or the Services Order Form, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider’s prior written consent, which such consent Provider may give or withhold in its sole discretion. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement or the Services Order Form. Any purported assignment, delegation, or transfer in violation of this Section 27 is void. Provider may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement or the Services Order Form without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
28. No Third-Party Beneficiaries. This Agreement and the Services Order Form is for the sole benefit of the parties hereto and thereto and their respective successors and permitted assigns and nothing herein or therein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement or the Services Order Form.
29. Amendment; Waiver. This Agreement and the Services Order Form may only be amended, modified, supplemented, or replaced by Provider, in its sole discretion; provided, however, that Provider shall provide at least thirty (30) days’ notice prior to any material amendments, modifications, supplements, or replacements

becoming effective, the materiality thereof being determined by Provider at its sole discretion. By continuing to access or use the Content, the Portal, or the Services after any amendments, modifications, supplements, or replacements becoming effective, you agree to be bound by such amendments, modifications, supplements, or replacements. No waiver by Provider of any of the provisions hereof or of the Services Order Form shall be effective unless explicitly set forth in writing and signed by Provider. Except as otherwise set forth in this Agreement, no failure by Provider to exercise, or delay by Provider in exercising, any right, remedy, power, or privilege arising from this Agreement or the Services Order Form shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Any practices or course of dealings between the parties, or any procedures or operational alterations used by them, shall not constitute a modification of this Agreement or the Services Order Form nor shall they be construed as an amendment to this Agreement or the Services Order Form.

30. Relationship of the Parties. This Agreement and the Services Order Form do not create or evidence a partnership, joint venture, or any other fiduciary relationship between you and Provider. The parties are independent and each has sole authority and control of the manner of, and is responsible for, its performance of this Agreement and the Services Order Form. Neither party may create or incur any liability or obligation for, or on behalf of, the other party, except as described in this Agreement or the Services Order Form.
31. Invalidity. If any term or provision of this Agreement or the Services Order Form is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or the Services Order Form or invalidate or render unenforceable such term or provision in any other jurisdiction.
32. Interpretive Guidance. For purposes of this Agreement, (i) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) the words “party” and “parties” shall be deemed to include you and Provider; and (v) any terms defined herein shall have the same meaning regardless of whether they appear in singular or in plural. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (ii) to a statute means such statute as amended from time to time and includes any successor

legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

33. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
34. Survival. All provisions of this Agreement consisting of or relating to confidentiality, indemnification, limitations of liability, ownership rights, the defined terms, and all other provisions hereof that by their express terms or sense and context are intended to survive the termination of this Agreement, including without limitation Sections 1 (Definitions), 3 (Intellectual Property Rights), 9 (Responsibility for Access and Use of Content, Portal and Services), 12 (Indemnification), 14 (Term; Termination), 15 (Representations and Warranties), 16 (Warranty Disclaimer), 17 (Limitation of Liability), 19 (Dispute Resolution), 20 (Waiver of Jury Trial), 21 (Waiver of Class or Consolidated Actions), 22 (Governing Law), 25 (Privacy Policy), 26 (Entire Agreement; Conflicts), 28 (No Third-Party Beneficiaries), 31 (Invalidity), 32 (Interpretive Guidance) and 34 (Survival), shall each survive such termination for any reason, in accordance with the express terms hereof and shall remain fully enforceable against you, your successors, and your permitted assigns. Termination of this Agreement will not limit any of Provider's rights or remedies at law or in equity in case of breach by you (during the Term of this Agreement) of any of your obligations hereunder.
35. Contact Us; Suggestions. If you have any questions about this Agreement, the Privacy and Security Policy, or the Services Order Form, you may contact us by electronic mail, at [admin@physicianconnection.com](mailto:admin@physicianconnection.com). Any comments, feedback, ideas, improvements, or suggestions provided by you to the Provider with respect to the Content, the Portal, the Services, or the User Data shall remain the sole and exclusive property of the Provider, and the Provider shall be free to use, copy, modify, publish, or redistribute any such comments, feedback, ideas, improvements, or suggestions for any purpose and in any way without any credit or any compensation to you.