



Terms of Service

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ARBIMED APPLICATIONS TERMS OF SERVICE & ONLINE USAGE AGREEMENT

PLEASE READ CAREFULLY: BY USING THIS SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING ARBIMED.COM ON BEHALF OF, OR FOR THE BENEFIT OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "your" in this Agreement will refer to both the individual using ArbiMed.com and to any such Organization. ("Customer"). ArbiMed and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

Terms of Service. Subject to the Terms, ArbiMed grants to Customer, and Customer accepts from ArbiMed a limited non-exclusive, non-transferable, and worldwide right and license to (a) access, use, execute, display, perform, operate, maintain, test, implement, and/or integrate ArbiMed cloud-based Inventory Management Software as part of the Service; (b) display and print customer data; and (c) use the Service solely for Customer's internal operations, provided such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau, information technology outsourcing, third-party administration, or similar use. Your use of ARBIMED.COM is conditioned upon your acceptance without modification of the terms and conditions contained in this Agreement. If we decide to change this Agreement, we may notify you of such changes by any reasonable means, including by posting a revised Agreement on ArbiMed.com. In order to continue accessing and using ArbiMed.com after any changes to this Agreement, you will be required to accept such changes by re-confirming your consent to this Agreement. Any such changes will not apply to any dispute between you and us arising prior to the date on which re-confirmed your consent to such changed Agreement. We may, at any time and without liability, modify or discontinue all or part of ArbiMed.com; or offer opportunities to some of all ArbiMed.com users.

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION ("CUSTOMER"), AND ARBIMED, INC. ("ArbiMed"), ("ARBIMED"), ("Arbimed.com"), ("ARBIMED.COM"). BY CHECKING THE CORRESPONDING "I AGREE" BOX, OR BY USING THE ARBIMED

ONLINE BUSINESS APPLICATION SUITE (“SERVICE”) IN A MANNER INDICATING YOUR AGREEMENT TO THESE TERMS, YOU CERTIFY YOUR ACCEPTANCE AND/OR CONSENT TO SUCH TERMS. IN ORDER FOR CUSTOMER TO USE THE SERVICE, CUSTOMER MUST AGREE WITH THE TERMS. THE TERMS SUPPLEMENT ANY OTHER AGREEMENT EXECUTED BY AND BETWEEN CUSTOMER AND ARBIMED (OR ANY OF ITS AUTHORIZED REPRESENTATIVES OR AGENTS). IN CASE OF ANY CONFLICT BETWEEN ANY AGREEMENT AND THESE TERMS, THESE TERMS SHALL CONTROL AND GOVERN.

Description of Service. www.arbimed.com (the “Web Site”) is a service offered by ArbiMed Inc. The Web Site provides information relating to the software services provided by ArbiMed Inc. (the “Services”).

Intellectual Property Rights. ArbiMed shall own all rights, title, and interest in and to all intellectual property rights in the Service. The license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by ArbiMed.


All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description available on the Web Site, or included in the Services (collectively, the “Content”), and all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Content (collectively, the “Intellectual Property”) are owned by ArbiMed or its licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America (“U.S.”).

The Services are also protected as a collective work or compilation under U.S. copyright and other laws and treaties.

You may only use the Content, Services, or Intellectual Property, or access the Web Site, as expressly permitted in this Agreement and for no other purposes.

Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring upon you any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, laws or treaties.

Furthermore, you may not use any of ArbiMed’s trademarks, trade names or service marks in any manner which creates the impression that such names and marks belong to, or is associated with, you or are used with ArbiMed’s consent, and you acknowledge that you have no ownership rights in and to any of these names and marks.



All present and future rights in, and title to, the Services (including the right to exploit the Services and any portions of the Services over any present or future technology) are reserved to ArbiMed for its exclusive use.

Grant of License. As a User of the Services, ArbiMed grants You a personal, nonexclusive, nontransferable, non-assignable, revocable, limited license to access and use the Services as specified in this Agreement.

Limitations on Use. You may not use the Service or the Content for any illegal purpose or in any manner inconsistent with this Agreement.

The Content on this Web Site is for personal, non-commercial use only and not for commercial exploitation.

No hard copy or electronic duplication, transmission, redistribution, or publication of any Content is allowed other than in conjunction with your personal, non-commercial use, and you may not use or include any Content in any other print or electronic publication or service.

You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Web Site or the Content, nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users.

You may not use any robot, spider, other automatic devices, or manual process to monitor or copy the Web Site or the Content without Company's prior written permission.

You may not copy, modify, reproduce, download, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Web Site or the Content, except to the extent permitted in this Agreement.

You may not upload to the Web Site any data, material, code, virus, or any other digital information that is intended to, or has the effect of, rendering all or parts of the Web Site or the Content ineffective, unavailable, or unusable, or which uses, or attempts to use, the Web Site for any purpose not intended by the Company.

You may not use or otherwise export or re-export the Web Site or any portion thereof, or the Content or any software available on or through the Web Site, in violation of the export control laws and regulations of the United States of America or any other country in which you may be using the Web Site.

You shall not alter or remove any trademark, copyright or other notice from any copies of the Content.

You may not sublicense, assign or transfer this license.

Any unauthorized use of the Web Site, Service or Content is prohibited.

Your violation of any of the foregoing provisions may result in civil or criminal liability.

Requests regarding use of the Web Site, Service or Content for any purpose other than personal, non-commercial use should be directed info@arbimed.com.

Customer Must Have Internet Access. Customer must have or must obtain access to the Internet and software that will access and display Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the Internet. T-1, T-3, DSL, cable, or other high speed Internet connection is required for proper performance of the Service.

Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. By providing such information, Customer authorizes ArbiMed to use and process the information for purposes of the Service.

Passwords, Access, and Notification. Customer may designate a number of users under Customer's account that corresponds to the number of seats purchased by Customer. Customer may provide and assign a unique user name and password to each authorized user for each seat purchased. Customer is prohibited from sharing passwords and/or user names with any unauthorized user. Customer will be responsible for the confidentiality and use of Customer's user's passwords and user names. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Any electronic communications that ArbiMed receives via Customer's accounts will be deemed to have been sent by Customer. Customer agrees to immediately notify ArbiMed if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's user names, password, and/or account number.

Customer's Conduct. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-

spam legislation. Customer shall not send any electronic communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as expressly permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer shall not access the Service by any means other than through the interfaces that are provided by ArbiMed. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any unauthorized user, including but not limited to, by “mirroring” or “framing” any part of the Service, or by creating Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer’s electronic communications are endorsed by ArbiMed. Neither Customer, nor someone acting on Customer’s behalf, shall use the Service to target for solicitation any ArbiMed customers for purposes of providing any competitive product. Customer shall ensure that any use of the Service by Customer’s employees (or Customer’s other authorized users) is in accordance with the terms and conditions of this Agreement.

In connection with the Services and Content, You shall not use the Services to send messages which:

- Infringe on the intellectual property rights or privacy/publicity rights of any third party;
- Violate any law or regulation; Are defamatory, harmful to minors, or obscene;
- Contain any viruses or other computer programming routines or code that are intended to damage, detrimentally interfere with, surreptitiously intercept or appropriate any system, data, or personal information; or
- Are materially false or misleading.

You shall not use the Services to send e-mail messages, the subject lines of which are misleading in any way as to their nature, and shall ensure that the subject lines of all e-mail messages sent or proposed to be sent accurately reflect the content of such e-mail messages.

You shall notify ArbiMed of all complaints regarding e-mail messages within 48 hours of receipt of such complaints.

Third-Party Software. Customer shall use third-party software necessary for accessing the Service, including, but not limited to, “browser” software that supports a data security protocol compatible with the protocol used by ArbiMed. Customer shall use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by ArbiMed and to follow logon procedures for services that support such protocols. ArbiMed is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software; or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet, which are not owned or operated by ArbiMed.

Third Party Content. Third party content may appear on this Web Site or may be accessible via links from this Web Site. ArbiMed is not responsible for, and assumes no liability for, any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Web Site. You understand that the information and opinions in the third party content is neither endorsed by, nor does it reflect the belief of, ArbiMed. User hereby irrevocably waives any claim against ArbiMed in connection with any of the foregoing.

Transmission of Data. Customer understands that the technical processing and transmission of Customer’s electronic communications is fundamentally necessary to Customer’s use of the Service. Customer consents to ArbiMed interception and storage of electronic communications and/or customer data, and Customer acknowledges and understands that Customer’s electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by ArbiMed. Customer acknowledges and understands that changes to Customer’s electronic communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. ArbiMed is not responsible for any electronic communications and/or customer data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks that are not owned, controlled, and/or operated by ArbiMed, including, but not limited to, the Internet.

Links/Third-Party Data. The Service may provide, or third parties may provide, links to other websites or resources. Because ArbiMed has no control over such websites and resources,

ArbiMed is not responsible for the availability of such external websites or resources and does not endorse and is not responsible nor liable for any content, advertising, products, or other materials on or available from such websites or resources. In addition, ArbiMed is not responsible for any third-party information that may be provided to Customer through the Service (e.g., through the integration of the Service with a third-party online application).

Authorized Third Parties. ArbiMed reserves the right to allow third parties to provide any necessary services to ArbiMed and/or to Users to enable ArbiMed to provide the Service

Linking. ArbiMed does not control the content of the web sites of third parties and is not responsible for any representations, advice or other assistance, or any errors or inaccuracies contained therein, that is shown on those web pages, or otherwise provided to Users or obtained from the third parties who own such web sites.

Restrictions on Linking and Framing Activities. ArbiMed is concerned about the integrity of the Web Site when it is accessed in a manner solely determined by third parties or viewed in a setting solely created by third parties. Specifically, ArbiMed is concerned with activities such as linking to an internal or subsidiary page of the Web Site that is located one or several levels down from the Home Page (“deep linking” or “deep link”), or bringing up or presenting content of the Web Site within another Web site (“framing” or “frame”). In this regard, without limiting the provisions contained in this Agreement, You must make a specific request for, and secure permission from, ArbiMed prior to deep linking to, or framing, this Web site or any of its content, or engaging in similar activities. If You would like to deep link to, or frame, this Web site, or any of its Content, You must request permission from ArbiMed by writing to info@arbimed.com.

Confidential Information. For purposes of this Agreement, confidential information shall include the terms of the Agreement, customer data, and any information that is clearly identified in writing at the time of disclosure as confidential (“Confidential Information”). Each party shall: (a) treat all information disclosed by the other party, including but not limited to its representatives, agents, employees, consultants and/or advisors, in strict confidence; (b) not use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under the Terms; and (c) protect the confidentiality thereof in the same manner as it protects its own confidential information (but in no event using less than reasonable degree of care in the protection of such Confidential Information).. Either party may disclose Confidential Information on a need-to-know basis to its affiliates, officers, employees, consultants or contractors to whom disclosure is necessary for the Service and who are bound by confidentiality obligations at

least as restrictive as those contained herein. Confidential Information shall not include information which, as established by reasonable proof: (1) was at the time of disclosure in the public domain; (2) is generally known in the industry before disclosure or has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; (3) the receiving party can establish by reasonable proof was in its (or its affiliate's) possession at the time of disclosure hereunder or was independently developed by such of its (or its affiliates') employees who had no knowledge of the Confidential information disclosed; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other as a result of any other relationship between the parties other than in the course of performance hereunder (e.g., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.


Customer will immediately notify ArbiMed or ArbiMed's Representatives of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data;

Customer will comply with all applicable Laws in connection with its use of the Software, including without limitation those related to data privacy which include each and every single duty, obligation, and responsibility that Customer must comply with, and which are contained in laws, statutes, and regulations such as the Federal Trade Commission Act, the Health Insurance Portability and Accountability Act (known as HIPAA), Standards for Privacy of Individually Identifiable Health Information, Security Standards for the Protection of Electronic Protected Health Information, HIPAA Omnibus Rule, Health Information Technology for Economic and Clinical Health Act, including laws, statutes, and regulations of Customer's state of residence (collectively, "Privacy Laws"). The obligations and responsibilities contained in the Privacy Laws and to which Customer may be subject to include, but are not limited to, the obligation to: (a) inform Customer Users and/or Customer's patients regarding the collection, use, and processing of their data pursuant to this Agreement, and to ensure that they have given any necessary consent to such collection, use, and processing as required by the applicable Privacy Laws; (b) have a Notice of Privacy Practices in place describing how protected health information (if any) is kept

private and how the Customer will use, share, and protect the privacy of Customer's patient data, and what Customer patients' rights are; (c) establish and/or implement necessary administrative, physical, and technical safeguards to keep the Customer patients' Personal Identifiable Information and/or Protected Health Information secure; (d) immediately notify ArbiMed of any limitation(s) in the Notice of Privacy Practices to the extent that such limitation may affect ArbiMed's use or disclosure of Protected Health Information; (e) immediately notify ArbiMed of any changes in, or revocation of, the permission of Customer's Patient to use or disclose his or her Protected Health Information, to the extent that such changes may affect ArbiMed's use or disclosure of Protected Health Information; (f) immediately notify ArbiMed of any restriction on the use or disclosure of protected Health Information that Customer has agreed to or is required to abide by, to the extent that such restriction may affect ArbiMed's use or disclosure of Protected Health Information. In addition, Customer shall not request ArbiMed to use or disclose Protected Health Information in any manner that would not be permissible under any applicable Privacy Law if done by Customer.

Data Usage. ArbiMed reserves the right to use the customer data to enhance the performance of the cloud based platform. ArbiMed reserves the right to use data for any and all purposes related to the Service, including transfer of data to any parent companies or affiliates. However, ArbiMed will remove personally identifiable information from customer data, so that any person, if any, whom the data describes remains anonymous.

License from Customer. Subject to the terms and conditions of the Terms, Customer grants to ArbiMed and its Third-Party Service Providers the non-exclusive, nontransferable, and worldwide right to copy, store, record, transmit, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Services to Customer under the Terms. Customer acknowledges and agrees that customer data and information regarding Customer and Customer's Users that is provided to ArbiMed and its third-party Service Providers in connection with this Agreement may be processed by ArbiMed and its third-party service providers to the extent necessary to provide the Services under the Terms. For purposes of clarity, it is ArbiMed's practice to make backup copies of customer data in Customer's account and stores the backup copies for approximately 10 days at an offsite storage facility. In addition, Customer acknowledges and agrees that it is Customer's obligation to inform Customer's Users and Customer's clients regarding the collection, use, and processing of their data pursuant to this Agreement, and to ensure that such Users and clients have given any necessary consent to such collection, use, and processing as required by all applicable data protection legislation. Customer shall have sole responsibility for the



accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all customer data and information regarding Customer, Customer's users, and Customer's clients. By providing Customer with the Service, ArbiMed does not acquire any right, title, and/or interest in the content material, including but not limited to text, Customer-provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video, and any data that Customer makes available to ArbiMed for purposes of the Terms. Therefore, Customer is solely responsible for such content.

Customer Subscription Fees. In exchange for the Service, Customer shall pay to ArbiMed a subscription fee, which can be either a monthly subscription fee or an annual subscription fee. All fees are quoted and payable in United States currency. The type of subscription fee and the specific amount applicable to the Service will be mutually agreed by ArbiMed and Customer. Customer may be given the option to add payment information and payment method in the Customer's portal. By entering the payment information (e.g. credit card information), Customer expressly authorizes ArbiMed to automatically charge Customer on a recurring basis the applicable subscription fee, subject to Customer's right to cancel the subscription under the Terms and/or Customer's right to terminate the Terms.

Taxes and Expenses. Each of the parties hereto shall bear its own legal, accounting, and other costs in connection with the Terms. Each party shall pay their own applicable federal, states, and local taxes incurred in their performance under the Terms.

Disclaimer of Warranties. EXCEPT AS OTHERWISE STATED HEREIN,, ArbiMed DOES NOT GRANT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICE OR ANY OTHER SUPPORT OR SERVICES RELATED THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARBIMED SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, AND ACCURACY OF DATA, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. ArbiMed DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. THE WEB SITE IS

PROVIDED ON AN "AS IS" BASIS. ARBIMED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY OR INTEGRATION AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE

Errors and Corrections. ArbiMed does not represent or warrant that the Web Site will be error-free, free of viruses or other harmful components, or that defects will be corrected; however, it will make reasonable efforts to correct any such problems if notified by a User. Such notice, with as much detail as possible, should be sent to info@arbimed.com. ArbiMed does not warrant or represent that the Content will be correct, accurate, timely, or otherwise reliable. However, ArbiMed will make reasonable efforts to correct errors or problems if notified in writing about the error or problem. Notice of such problems, with as much detail as possible, should be sent to info@arbimed.com. ArbiMed may make improvements or changes to its features, functionality or Content at any time.

Limitations of Liability. ArbiMed SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), ArbiMed's CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO EITHER ArbiMed OR AN AUTHORIZED ArbiMed REPRESENTATIVE OR AGENT FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE DISCLAIMER OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS MAY NOT BE PERMITTED IN CERTAIN JURISDICTIONS. IN SUCH CASE, CUSTOMER'S AND ArbiMed's LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnity. To the fullest extent permitted under applicable Law, you agree to defend, indemnify and hold harmless ArbiMed, and its respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in

connection with, ArbiMed.com; and (b) any violation or alleged violation of this Agreement by you.

Unlawful Activity. ArbiMed reserves the right to investigate complaints or reported violations of the Agreement and to take any action ArbiMed deems appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to User profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

Export Laws. The licenses granted to Customer and Customer's use of the Service is subject to all applicable export or import laws, regulations, orders, or other restrictions. Notwithstanding anything contained in these Terms or the Agreement to the contrary, Customer shall not export or import, directly or indirectly, any software or technical information to or from any country to which such export or import is restricted or prohibited or as to which such government or any agency thereof requires a license or other governmental approval at the time of export or import without first obtaining such license or approval. Furthermore, Customer shall cooperate as requested by ArbiMed to insure compliance with any such export or import restrictions. Customer will hold harmless and defend, at ArbiMed's option, ArbiMed from any third party claim arising from Customer's failure to comply with this section.

Access Outside the United States. ArbiMed does not represent that the Content, Service or the Web Site are appropriate or available for use in countries outside the U.S. If You choose to access the Web Site from outside the U.S., You are responsible for compliance with foreign and local laws, if applicable

Government End Users. If Customer is a branch or agency of the United States Government or a contractor thereto, the following provision applies. The Service and related documentation include "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (ii) for acquisition on behalf of the department of defense consistent with the policies set for the in 48 C.F.R. 227.7202-1 (Aug. 1995) and 227.7202-3 (Aug. 1995).

Severability of Provision. This Agreement incorporates by reference the Privacy Policy, and together they constitute the entire agreement with respect to access to, and use of, the Web Site. If any provision of this Agreement is unlawful, void or unenforceable, then that

provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Suspension for Delinquent Account. ArbiMed reserves the right to suspend Customer's access to and/or use of the Service (and that of any other customer of ArbiMed that controls, is controlled by, or is under common control with Customer) (a "Customer Affiliate") for any accounts for which any payment is due but unpaid but only after ArbiMed has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the second notice. ArbiMed shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service resulting from Customer's nonpayment of fees

Suspension for Ongoing Harm. ArbiMed may, with reasonably contemporaneous oral or written notice to Customer, suspend Customer's access to the Service if ArbiMed reasonably concludes that Customer is using the Service to engage in denial of service attacks, spamming, or using the Service to engage in illegal activity, and/or Customer's use of the Service is causing immediate, material and ongoing harm to ArbiMed or others. If ArbiMed suspends Customer's access to the Service, ArbiMed will use commercially reasonable efforts to resolve the issues causing the suspension of Service. ArbiMed shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances.

Term. Unless terminated under this Section, these Terms will be valid and effective from their date of execution and throughout the period of time covered by Customer's subscription fee. Absent written notice to the contrary, the Terms will renew automatically for the same period covered by the payment of the subscription fees. In the event Customer does not wish to renew these Terms, Customer shall give ArbiMed a 10 (ten) business day written notice prior to the expiration of the period.

Termination by Customer. Customer may, by prior and written notice to ArbiMed, terminate the Terms at any time, for any reason, without penalty or if ArbiMed materially defaults in the performance of or compliance with its obligations under this Terms, and such default has not been remedied or cured within thirty (30) days after Customer gives ArbiMed written notice specifying the default. Termination for convenience pursuant to this Section, will not relieve Customer from its obligation to pay any and all fees that are owed by Customer under the Terms up to the date of termination. Termination is not an exclusive remedy, and all other remedies will be available whether or not termination occurs.

Termination of This Agreement by ArbiMed. ArbiMed may, by prior and written notice to Customer, terminate this agreement only if Customer materially defaults in the performance

of or compliance with its obligations under the Terms, or fails to issue payment when due, and such default has not been remedied or cured. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

Other Grounds for Termination. Either party may, by notice to the other party, immediately terminate the Terms if the other party becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any insolvency action or proceeding, external administration, or ceases to continue business for any reason, or is unable to perform a material obligation under the Terms for 30 days or more due to Force Majeure.

Effect of Termination. Upon termination of these Terms: (1) ArbiMed shall immediately refund Customer any fees that have not accrued by the date of termination; and (2) Customer shall discontinue the use of the Service and shall return to ArbiMed all copies of any documentation related to the Service, including any Software and Software Documentation, and will destroy, and document in writing such destruction of any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, USB, and any other electronic or material form.

Modification to or Discontinuation of the Service. ArbiMed reserves the right at any time to modify, temporarily or permanently, the Service (or any part thereof). In the event that ArbiMed modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, ArbiMed, at Customer's written request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that ArbiMed is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction or if restoring such functionality would cause ArbiMed to infringe upon the intellectual property rights of a third party), Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for the terminated portion of the Term. Customer acknowledges that ArbiMed reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that ArbiMed shall not be liable to Customer or to any third party for any modification of the Service.

Modification to the Terms of Service. These Terms may be amended by ArbiMed in its discretion by providing thirty (30) days advance notice to a user designated as an administrator of your ArbiMed account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or

(b) by email to the registered email address provided for the administrator(s) for Customer's account.

Third Party Beneficiary Rights. ArbiMed shall be considered an intended third party beneficiary of these Terms and the EULA. As such, ArbiMed may enforce these Terms and the EULA as reasonably necessary to protect its rights.

Governing Law. These Terms and your use of the Service shall be governed by the laws of the State of Texas, USA, without regard to principles of conflict of laws.

Updates and Site Maintenance. ArbiMed reserves the right to suspend services temporarily for site maintenance and updates. These periodic updates will not result in excessive downtimes and will be done at convenient times whenever possible. Also customers will be notified of scheduled maintenance.

ArbiMed uses a "cookie" in our web based services to store and sometimes track information about users. Cookies are information files that your web browser places on the hard drive of your computer when you visit a website. Cookies were designed to help a web site recognize the prior visits to a site made by a user's browser. Cookies cannot damage user files, pass on computer viruses, capture e-mail addresses or read information from a user's hard drive. A cookie can be used to measure certain traffic patterns on ArbiMed's website. For example, when you sign in to ArbiMed's website using your user name and password, ArbiMed stores your unique information, and the time you signed in, in a cookie on your hard disk. This cookie allows you to move from page to page at the site without having to sign in again on each page. ArbiMed may also use cookies to track your progress while using ArbiMed's Services. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use some features of ArbiMed's website and services that depend on cookies.

Continuity of Service ArbiMed reserves the right, to sell our technology, services, or entire company at any time. ArbiMed will ensure that the services provided by any entity that obtains a portion or all of ArbiMed will continue uninterrupted and ArbiMed customers will not be forced into contracts with any aforementioned entity. ArbiMed will not allow any entity that purchases a portion or all of ArbiMed to mandate where ArbiMed customers procure their supplies, or medications.

Privacy. Your use of the Web Site is subject to ArbiMed's [Privacy Policy](#), available through this link and from any page on the Web Site.

Severability of Provision. This Agreement incorporates by reference the [Privacy Policy](#), and together they constitute the entire agreement with respect to access to, and use of, the Web Site. If any provision of this Agreement is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Modifications to this Agreement. ArbiMed reserves the right to change this Agreement at any time. Updated versions of the Agreement will appear on the Web Site and are effective immediately. You are responsible for regularly reviewing the Agreement. Continued use of the Web Site after any such changes constitutes Your consent to such changes.

Headings. The section titles in the Agreement are used solely for the convenience of you and ArbiMed, and they have no legal or contractual significance.

Survival. Notwithstanding any other provisions of this Agreement, or any general legal principles to the contrary, any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement.

YOU CONFIRM YOUR AGREEMENT TO VOLUNTARILY USE THE SERVICE AND ACCESS THE CONTENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING THE “I ACCEPT” BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE EXIT THIS WEB SITE