

THESE TERMS OF USE DESCRIBE THE AGREEMENT BETWEEN YOURCAREUNIVERSE, INC. ("YCU") AND THE PARTY SEEKING TO ACCESS AND USE YCU'S COMMUNITY SCHEDULING APPLICATION ("CUSTOMER"); IF THE PERSON ACCEPTING THESE TERMS IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH COMPANY OR ENTITY SHALL BE CONSIDERED PART OF "CUSTOMER" AND SHALL BE SUBJECT TO THESE TERMS OF USE. PLEASE READ THESE TERMS CAREFULLY. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, CUSTOMER MAY NOT USE OR ACCESS THE APPLICATION.

IF CUSTOMER HAS PURCHASED A SUBSCRIPTION TO YCU'S COMMUNITY SCHEDULING APPLICATION, THESE TERMS OF USE STILL APPLY TO CUSTOMER'S USE OF THE APPLICATION. HOWEVER, IN THE EVENT THESE TERMS OF USE CONFLICT WITH (I) THE TERMS OF THE PRODUCT SCHEDULE UNDER WHICH CUSTOMER PURCHASED THE SUBSCRIPTION, OR (II) THE MASTER PRODUCT AND SERVICES AGREEMENT PURSUANT TO WHICH SUCH PRODUCT SCHEDULE WAS EXECUTED, THOSE CONFLICTING TERMS SHALL CONTROL OVER THESE TERMS OF USE.

1. Acceptance of the Agreement. These terms of use (the "Terms of Use") govern Customer's use of and access to YCU's Community Scheduling application, and to any data, documentation, software and other information made available in connection with Customer's access or use of the Community Scheduling application, including the website through which YCU makes such available (collectively the "Application"). Customer's use of the Application will be deemed to be acceptance of these Terms of Use, and such Acceptance is a precondition of YCU's provision of access to the Application. The person agreeing to these Term of Use represents and warrants that he or she has all necessary right, power, and authority to agree to these Terms of Use on behalf of itself and any entity on whose behalf he or she is acting. Customer agrees that it has read these Terms of Use, understands them, and agrees to be bound by their terms and conditions.
2. Modification of Terms. YCU reserves the right to modify these Terms of Use at any time in its sole discretion. Any changes to the Terms of Use are effective as of the time they are posted, and Customer's continued use of the Application after such time shall be considered acceptance of such modified terms. When YCU updates these Terms of Use, YCU will provide notice to the administrators identified by Customer. Customer is responsible for maintaining a current name and contact information for such administrators.
3. Grant of Right. YCU grants to Customer a non-exclusive, non-transferrable, revocable, limited license to access and use the Application, subject to these Terms of Use.
4. Customer Information. As a condition of using and accessing the Application, Customer must provide YCU with certain information, including identifying information about Customer. Customer represents and warrants that the information it provides is complete

and accurate, and it will keep such information reasonably current.

5. Customer Users. Customer is responsible for granting permissions to its personnel (each an “End User”) to use the Application and for controlling the access of its End Users to the Application. Between Customer and YCU, Customer is responsible for the use of and access to the Application by all End Users, and for all acts and omissions of End Users related thereto.
6. Acceptable Use. Customer agrees to the following restrictions on access to and use of the Application:
 - Customer is responsible for the security of its login credentials. Customer will not allow any unauthorized User to access the Application using Customer’s credentials, and shall be responsible for any use of or access to the Application using such credentials.
 - Customer will comply with all applicable laws in its use of and access to the Application.
 - Customer will not use the Application in any manner that violates the intellectual property rights of any third party, and shall indemnify, defend, and hold harmless YCU from and against any claims, damages, costs (including attorneys’ fees) and losses related to any such infringement or alleged infringement.
 - Customer will not introduce or transmit viruses or other malicious computer code during its use of and access to the Application, and will use commercially reasonable anti-virus software to prevent such introduction and transmission.
7. Responsibility. Customer acknowledges and agrees that that it bears all risks associated with the use of and access to the Application, including any reliance on the accuracy, completeness, or usefulness of the Application. Customer is responsible for obtaining all consents necessary to use the Application, including but not limited to patient consents. Customer is also responsible for all aspects of its relationship with any other Application user with whom Customer interacts via the Application.
8. Property Rights. YCU is the sole and exclusive owner of all intellectual property rights in and to the Application. Except as expressly authorized in writing by YCU, Customer may not reproduce, modify, sell, distribute, transmit, or create derivative works of the Application, in whole or in part, by any means. Customer may not modify, decompile, or reverse engineer the Application. Customer must retain any copyright or trademark notice or other notice of ownership. Customer acknowledges and agrees that no right, title or interest in the Application is transferred to Customer as a result of its use of, access to, or development related to, the Application. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights of YCU, whether by estoppel, implication, or otherwise.
9. Termination. YCU reserves the right in its sole discretion at any time to suspend or terminate Customer access to the Application. Upon such termination or revocation, Customer will cease to have access to the Application, and all of Customer’s use rights

therein will cease. In the event of any termination, or if Customer ceases use of the Application, any rights and obligations under these Terms of Use which by their nature should survive will remain in full effect.

10. Indemnity. Customer hereby agrees to indemnify, defend and hold harmless YCU and its affiliates, and their respective directors, officers, employees, contractors, licensors, suppliers and agents, from and against any losses, expenses, costs or damages (including reasonable legal fees, expert fees and other reasonable costs of litigation) suffered or incurred by YCU and its affiliates arising from or related to:

- Customer's use of or access to the Application.
- Any claims made by a patient or consumer of Customer related to the use of the Application, except to the extent resulting from the gross negligence or willful misconduct of YCU.
- Any infringement or alleged infringement of any third party intellectual property right resulting from or related to Customer's use of or access to the Application,
- Any End User claims related to Customer's use of or access to the Application, including but not limited to claims related to lost, misappropriated, or improperly disclosed End User data or other information.
- Customer's violation of these Terms of Use.
- Any negligence or willful misconduct by Customer.

11. Warranties. CUSTOMER'S USE OF THE APPLICATION IS AT CUSTOMER'S SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED HEREIN. THE WEBSITE, INCLUDING ALL SERVICES AND CONTENT (AS DEFINED IN SECTION 1) IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. YCU MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN OR REGARDING THE APPLICATION, AND TO THE EXTENT PERMISSIBLE BY LAW YCU EXPLICITLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. YCU DOES NOT WARRANT THAT THE APPLICATION OR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE APPLICATION WILL MEET THE REQUIREMENTS OF CUSTOMER.

CUSTOMER ASSUMES ALL RISK FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF OR ACCESS TO THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

12. Liability. TO THE EXTENT PERMISSIBLE BY LAW, NEITHER YCU NOR ITS AFFILIATES NOR THEIR RESPECTIVE SUPPLIERS OR LICENSORS SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC

LOSS OF CUSTOMER OR ANY THIRD PARTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT GOVERNING LAW DOES NOT PERMIT SUCH LIMITATIONS TO BE APPLIED IN FULL, YCU'S LIABILITY SHALL BE LIMITED IN ALL RESPECTS TO THE GREATEST EXTENT PERMISSIBLE BY LAW.

13. Entire Agreement. If Customer has purchased a subscription to the Application, then these Terms of Use, combined with Customer's Master Product and Services Agreement and the Product Schedule under which Customer purchased such subscription, shall represent the entire, complete and exclusive statement of the terms and the agreement between the parties, superseding any and all understandings, prior representations and agreements, whether oral or written, and all other communications relating to the subject matter hereof.

If Customer has not purchased a subscription to the Application, then these Terms of Use represent the entire, complete and exclusive statement of the terms and the agreement between the parties, superseding any and all understandings, prior representations and agreements, whether oral or written, and all other communications relating to the subject matter hereof.

14. Laws and Jurisdiction. These Terms of Use, the rights and obligations of the parties hereunder, shall be governed by and in strict accordance with the laws of the State of Tennessee, without regard to its conflict of law rules. All actions, suits, or other proceedings with respect to the Application or these Terms of Use shall be brought only in a court of competent jurisdiction sitting in Nashville, Tennessee. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.

15. Miscellaneous. Customer may not assign these Terms of Use or the rights or obligations hereunder to any other party. Any such assignment shall be deemed null and void. If any provision of these Terms of Use is declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed herefrom and the remaining provisions shall remain binding with the same effect as if such invalid or unenforceable provisions were deleted. No provision of these Terms of Use shall be deemed waived by YCU unless such waiver is contained in a written instrument signed by YCU. No such waiver shall be construed as a waiver of YCU's rights upon subsequent defaults, whether or not similar. The headings in these Terms of Use are for convenience and reference only and shall not be given any effect in the interpretation of these Terms of Use. Except for permitted assigns, no provision of these Terms of Use, express or implied, creates, and shall not be construed as creating, any rights enforceable by any person or entity not a party hereto.