



Terms of Service

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1 Your Relationship with Medical Mime

1.1 Your access to and use of Medical Mime’s services and software, including subscription services and app(s), and the Medical Mime Web site, any improvements to the services and/or new services We may add in the future (referred to collectively as the “Service(s)” in this document) are subject to the terms of a legal agreement between You and Medical Mime. “Medical Mime” means Medical Mime, Inc., a Florida corporation (“Medical Mime”, “We”, “Us” or “Our”). This document explains how that legal agreement is made up, and sets out some of the terms of that agreement.

"You," or "Your" as used hereunder refers to the company or other legal entity for which You are accepting this Agreement, and any Affiliates of that company or entity if agreed upon.

"User" or "Users" refers to individuals who are authorized by You to use the Services. Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

Effective Date: August 30, 2017

1.2 Unless otherwise agreed in writing with Medical Mime, your agreement with Medical Mime will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Universal Terms”.

1.3 Your agreement with Medical Mime will also include the terms of any of Our services agreements, other written agreements and legal notices to the extent applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the “Additional Terms”. These Universal Terms are incorporated by reference into Our Additional Terms and by entering into the Additional Terms You are agreeing to these Universal Terms.

1.4 Any license to use the software, including any apps, provided to You as part of the Services provided to You by Medical Mime (referred to as the “Software”) is subject to the terms of a Medical Mime services agreement, subscription agreement, license agreement and/or other written agreement This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Medical Mime, in the manner permitted by the Terms.

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service(s). The Universal Terms, together with the Additional Terms, form a legally binding agreement between You and Medical Mime in relation to Your use of the Services. It is important that You take the time to read them carefully. Collectively, this legal agreement, is referred to below as the “Terms”.

2 Accepting the Terms of Service

2.1 In order to use the Services, You must first agree to these Terms of Service. You may not use the Services if You do not accept these Terms of Service.

2.2 You can accept these Terms of Service by:

(A) clicking to accept or agree to the Terms of Service, where this option is made available to You by Medical Mime in the user interface for any Service; or

(B) by actually using the Services. In this case, You understand and agree that Medical Mime will treat Your use of the Services as acceptance of the Terms of Service from that point onwards; or

(C) by entering into the Additional Terms.

2.3 You may not use the Services and may not accept the Terms if (A) You are not of legal age to form a binding contract with Medical Mime, or (B) You are a person barred from receiving the Services under the laws of the United States or other countries including the country in which You are resident or from which You use the Services.

2.4 Before You continue, you should print off or save a local copy of this agreement for Your records.

3 Provision of the Services by Medical Mime

3.1 Medical Mime is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services Which Medical Mime provides may change from time to time without prior notice to You.

3.2 We may update the Services from time to time to add new features and fix bugs. These updates usually does not take long, but sometimes require a longer suspension of the Services. In such cases We will use commercially reasonable efforts to give You reasonable advance notice, and We will seek to schedule it so that Your business is minimally impacted.

3.3 We may provide Software, including apps, to support special features for your computer, tablets and other devices. If You use this Software, it will automatically check if Your version is current. If it is not, you might be required to install a newer version before access to the Services is allowed.

3.4 You acknowledge and agree that if due to non-payment Medical Mime disables access to Your account, You may be prevented from accessing the Services, Your account details and/or or any files or other content which is contained in Your account.

3.5 You acknowledge and agree that while Medical Mime may not currently have set a fixed upper limit on the number of transmissions You may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Medical Mime at any time, at Medical Mime's discretion.

3.6 You understand that We use third party vendors and hosting partners to provide the necessary hardware, software, hosting services, networking, storage, and related technology required to run the Services and/or Software.

3.7 By providing the Services, we are acting as an independent contractor and We are solely responsible for salaries, taxes, benefits and other expenses of any Our employees. Conversely, you are solely responsible for salaries, taxes, benefits and other expenses of Your employees and independent contractors. Neither of Our employees, or Yours, can be hired by either of us without our prior written consent.

4 Use of the Services by You

4.1 In order to access certain Services, You may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Services, or as part of Your continued use of the Services. You agree that any registration information You give to Medical Mime will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by (A) the Terms, (B) the applicable documentation and (C) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Medical Mime, unless You have been specifically allowed to do so in a separate written agreement with Medical Mime. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that You comply with the instructions set out in any robots.txt file present on the Services.

4.4 You agree that You will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5 Unless You have been specifically permitted to do so in a separate written agreement with Medical Mime, you agree that You will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6 You agree that You are solely responsible for (and that Medical Mime has no responsibility to You or to any third party for) any breach of Your obligations under the Terms and for the consequences (including any loss or damage which Medical Mime may suffer) of any such breach.

4.7 You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your data, or Your use of the Services and/or Software, in breach of the Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense. In addition to the provisions of this paragraph 4.7, the provisions of the MSA related to indemnification, specifically those of Paragraph 17's section entitled "Intellectual Property Rights Indemnity" related to mutual indemnification, as stated therein, shall remain in full force and effect, in addition to the provision of this Paragraph 4.7

5 Your Passwords and Account Security

5.1 You agree and understand that You are responsible for maintaining the confidentiality of passwords associated with any account You use to access the Services. including all activities that occur under any of Your Users' passwords or accounts. You agree to (A) immediately notify Us of any unauthorized use of any User's password or account or any other breach of security, and (B) ensure that every User exits from that User's account at the end of each session. We shall not be liable for any damages incurred by You or any third party arising from any of Your Users' failure to comply with this provision.

5.2 MIME represents that neither its agents, servants and/or representatives have a right to access a User's Account without that user's knowledge and consent. Accordingly, you agree that You will be solely responsible to Medical Mime for all activities that occur under Your account.

5.3 If You become aware of any unauthorized use of Your password or of Your account, you agree to notify Medical Mime immediately.

6 Confidentiality and Privacy

6.1 We agree to take all reasonable steps (defined below) to keep all Your confidential information that is furnished to or otherwise received by Us strictly confidential and so that it will be protected from disclosure to third parties by Us with at least the same protective precautions that We take to protect Our similar proprietary information from unauthorized disclosure and to use it solely for the purpose of providing You the Services under the Terms. We will not, without Your prior written consent, disclose any of Your confidential information to any third party, except to those bona fide individuals whose access is necessary to enable Us to perform Our obligations hereunder or as necessary to comply with any legal or governmental order or similar requirement. In no event shall We use Your confidential information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works, or for any other purpose based on Your confidential information.

6.2 You agree not to reproduce any Our confidential information to which You are provided access through Services in any form except as authorized at the time of disclosure. Any reproduction of Our confidential information shall remain Our property and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (A) take all reasonable steps (defined below) to keep all of Our confidential information strictly confidential; (B) to use Our confidential information solely as authorized by Us and (C) not to disclose any of Our confidential information to any party without Our prior written consent. You do not acquire any rights in Our confidential information except the limited rights as described above. In no event shall You use Our confidential information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the Services and/or the Software, or compete with the Services in whole or in part.

6.3 As used herein, "Our confidential information" shall mean all trade secrets and other information or services which We or third parties protect against unrestricted disclosure to others which is either labeled "Confidential," accessed through a restricted area of the Services or which is reasonably identifiable as confidential based on the type of information and the manner of its disclosure, including, without limitation, any of Our Software, manuals and reference documents, and "reasonable steps" means those steps You and/or Your company take to protect Your own similar confidential information, which shall not be less than a reasonable degree of care.

6.4 You acknowledge and agree that if You provide any Protected Health Information, arising in connection with the Services, to any of Your employees, agents, including subcontractors, or other third parties, it is Your responsibility to comply with the restrictions and conditions under HIPAA.

6.5 For information about Medical Mime's data protection practices, please read Medical Mime's privacy policy at <http://www.MedicalMime.com>. This policy, which is hereby incorporated in these Terms and in the MSA and its exhibits by reference, explains how Medical Mime treats Your personal information, and protects Your privacy, when You use the Services.

6.6 You agree to the use of Your data in accordance with Medical Mime’s privacy policies.

7 Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, audio files or photographs, videos or other images) which You may have access to as part of, or through Your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content”.

7.2 If Medical Mime is advised by a third party of offensive, indecent or objectionable Content, Medical Mime reserves the right (but shall have no obligation) to refuse or remove any or all such Content from any Service.

7.3 You understand that by using the Services You may be exposed to Content that You and/or Your Users may find offensive, indecent or objectionable and that, in this respect, You use the Services at Your own risk.

7.4 You agree that You are solely responsible for (and that Medical Mime has no responsibility to You or to any third party for) any Content that You create, transmit or display while using the Services and for the consequences of Your actions (including any loss or damage which Medical Mime may suffer) by doing so.

8 Proprietary Rights

8.1 You acknowledge and agree that Medical Mime (or Medical Mime’s licensors) owns all legal right, title and interest in and to the Services, including Our Software and documentation and Our Content and data, under all intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist) and are protected by United States and international copyright laws. You further acknowledge that the Services may contain information which is designated confidential by Medical Mime and that You shall not disclose such information without Medical Mime’s prior written consent.

8.2 Unless You have agreed otherwise in writing with Medical Mime, nothing in the Terms gives You a right to use any of Medical Mime’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

8.3 If You have been given an explicit right to use any of these brand features in a separate written agreement with Medical Mime, then You agree that Your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.

8.4 Other than the limited license set forth in Section 10, Medical Mime acknowledges and agrees that it obtains no right, title or interest from You (or Your licensors) under these Terms in or to any data or content that You submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless You have agreed otherwise in writing with Medical Mime, you agree that You are responsible for protecting and enforcing those rights and that Medical Mime has no obligation to do so on Your behalf.

8.5 You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.6 Unless You have been expressly authorized to do so in writing by Medical Mime, You agree that in using the Services, You will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8.7 The look and feel of the Services, including the process and flows, are copyright ©2015 Medical Mime, Inc. All rights reserved.

8.8 Subject to the limited rights expressly granted hereunder, we reserve all rights, title, and interest in and to the Services and Our Software, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein

9 License from Medical Mime

9.1 Any license to use the Software, including any apps, provided to You as part of the Services, is subject to the terms of a Medical Mime services agreement, subscription agreement, license agreement and/or other written agreement This license is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by Medical Mime, in the manner permitted by the Terms.

9.2 You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile any of the Services or Software or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless You have been specifically told that You may do so by Medical Mime, in writing.

9.3 Unless Medical Mime has given You specific written permission to do so, You may not assign (or grant a sub-license of) Your rights to use the Software, grant a security interest in or over

Your rights to use the Software, or otherwise transfer any part of Your rights to use the Software.

10 Content License from You

10.1 You retain copyright and any other rights You already hold in Content Which You submit, post or display on or through, the Services and/or the Medical Mime Web site. By submitting, posting or displaying the Content You give Medical Mime a worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which You submit, post or display on or through the Services for the sole purpose of enabling Medical Mime to provide You with the Services.

10.2 By submitting, posting or displaying on the Medical Mime Web site and/or on or through the Services any concepts, feedback, ideas and suggestions, including from Your Users, relating to the operation of the Services ("Postings"), You give Medical Mime a worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any such Postings for any purpose and in any medium worldwide (including incorporating the Postings into the Services) without any obligation to compensate You or any other third party in any way for any such use.

10.3 You understand that Medical Mime, in performing the required technical steps to provide the Services, may make such changes to Your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media, limited to review and revision as to format and connectivity, and not to revise the actual Content absent prior approval. You agree that this license shall permit Medical Mime to take these actions.

10.4 Subject to the limited rights granted by You hereunder, we acquire no right, title or interest from You or Your licensors under this Agreement in or to Your data, including any intellectual property rights therein.

10.5 You confirm and warrant to Medical Mime that You have all legal rights, power and authority necessary to grant the above license and to post any Content. All content posted on the Services by Your Users must comply with U.S. copyright law.

11 Ending Your Relationship with Medical Mime; Suspension

11.1 The Terms will continue to apply until terminated by either You or Medical Mime as set out below and/or as set forth in the Additional Terms.

11.2 Medical Mime may at any time, terminate its legal agreement with You if:

(A) You have breached any provision of the Terms (or have acted in manner which clearly shows that You do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Medical Mime is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful); or

(C) If You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or

(D) the partner with whom Medical Mime offered the Services to You has terminated its relationship with Medical Mime or ceased to offer the Services to You; or

(E) the provision of the Services to You by Medical Mime is, in Medical Mime's opinion, no longer commercially viable. For purposes of this sub-paragraph, the term "commercially viable" shall include customer insolvency, continuous slow or late payments, or if customer becomes under investigation by either Federal or State Law Enforcement Agencies, or Regulatory Agencies, acting within the scope of their respective duties.

11.3 If Your account has been suspended and You have not contacted Us to reactivate it, your account will be terminated.

11.5 Upon cancellation or termination of the Terms, we will prepare a copy of all Your patient records in a secured PDF format, or other mutually agreed upon format reasonably acceptable to Us, and deliver it to You on a disc or hard drive by courier to Your contact address. Upon the expiration of one hundred eighty (180) day period ("Transition Period") after the cancellation or termination date, all of Your content will be deleted from the Services. This transition period may be shortened to thirty (30) days with written certification from Rennova that copies of all of Client's patients' records have been either returned to client, or destroyed pursuant to Client's instructions. You acknowledge and agree that (A) You are responsible for promptly verifying the accuracy and completeness of such copy of all patient records and for promptly contacting Us for assistance during the Transition Period if You discover any inaccurate or incomplete patient records, (B) all of Your Content will be deleted from the Services at the end of the Transition Period and (C) after Your Content has been deleted from the Services, it cannot be recovered.

11.6 Upon any termination by Us, You shall pay any unpaid fees covering the remainder of the term of all orders after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.7 When these Terms come to an end, all of the legal rights, obligations and liabilities which provide that they are to continue indefinitely, shall be unaffected by this cessation or termination, and the provisions of this Section 17.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

12 EXCLUSION OF WARRANTIES

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

12.2 IN PARTICULAR, MEDICAL MIME, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

12.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MEDICAL MIME OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

12.5 MEDICAL MIME FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12.6 NOTHING IN THESE TERMS, INCLUDING SECTIONS 12 AND 13, SHALL EXCLUDE OR LIMIT MEDICAL MIME’S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF

LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13 LIMITATION OF LIABILITY

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT MEDICAL MIME, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS (AND SHALL APPLY WHETHER OR NOT MEDICAL MIME HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING);

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH MEDICAL MIME MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE MEDICAL MIME WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

13.2 THE PARTIES AGREE THAT THE AMOUNT OF LIABILITY AND DAMAGES AVAILABLE FOR ANY BREACH, INTERRUPTION OF SERVICES, OR ANY OTHER CLAIMS BY CLIENT AGAINST MEDICAL MIME INCLUDING ITS EMPLOYEES AND OFFICERS FOR ANY REASON OR CLAIM IS DIFFICULT TO DETERMINE AT THE TIME OF THE EXECUTION OF THIS AGREEMENT AND THAT THE AGGREGATE LIABILITY OF MEDICAL MIME FOR ANY REASON OR CLAIM ASSERTED SHALL

NOT EXCEED THE AMOUNT PAID BY CLIENT TO MEDICAL MIME IN THE SIX (6) MONTHS PRECEDING THE CLAIM OR INCIDENT.

14 Other Content

14.1 The Services may include hyperlinks to third party web sites or content or resources. Medical Mime may have no control over any web sites or resources which are provided by companies or persons other than Medical Mime.

14.2 You acknowledge and agree that Medical Mime is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that Medical Mime is not liable for any loss or damage which may be incurred by You as a result of the availability of those external sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15 Changes to the Terms

15.1 Medical Mime and Client may make changes to the Universal Terms or Additional Terms from time to time by mutual agreement as provided therein. Medical Mime will provide notification of its intent to revise the Universal Terms through the Medical Mime Web site at least thirty (30) business days prior to the material change taking effect. Client will make all reasonable efforts to consult with Medical Mime and reach an agreement to the material changes proposed by Medical Mime within that thirty (30) day period. Should Client fail to make such efforts with sufficient time to allow Medical Mime to review Client's input and reach an agreement with Client, Medical Mime's proposed changes will become final at the end of the thirty (30) day period. Medical Mime will then make a new copy of the Universal Terms available at <http://www.MedicalMime.com> and any new Additional Terms will be made available to You from within, or through, the affected Services.

15.2 You understand and agree that if You use the Services after the date on which the Universal Terms or Additional Terms have taken effect, Medical Mime will treat Your use as acceptance of the updated Universal Terms or Additional Terms.

16 User Legal Terms

16.1 User affirms that it will not use the Services, including the Software, other than as permitted by this Agreement and that it will not use the Services and/or Software in a manner inconsistent with their design or documentation. Accordingly, User is authorized only to use the Services, including the Software, for legitimate business purposes.

16.2 Except as expressly permitted in writing by Us, User may not modify, port, adapt, or translate the Services, including the Software.

16.3 You and/or Your Users may not use any robot, spider, offline reader, site search/retrieval application, or other manual or automatic device, tool, or process to access, retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services.

16.4 You may only grant access to the Services to a third party to serve Your legitimate, business needs and only in accordance with HIPAA requirement.

17 General Legal Terms

17.1 Sometimes when You use the Services, you may (as a result of, or through Your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between You and the company or person concerned. If so, the Terms do not affect Your legal relationship with these other companies or individuals.

17.2 In the event that You elect to use an application programming interface ("API") to provide, or You request that We provide any of Your data or content to any third party, you represent that You have acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. Additionally, we shall not be responsible for any services or data provided by any such third party.

17.3 The Terms constitute the whole legal agreement between You and Medical Mime and govern Your use, and Your User's use, of the Services (unless Medical Mime expressly provides otherwise under a Medical Mime services agreement, subscription agreement, license agreement and/or other written agreement), and completely replace any prior agreements between You and Medical Mime in relation to the Services.

17.4 You agree that Medical Mime may provide You with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

17.5 You agree that if Medical Mime does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Medical Mime has the benefit of under any applicable law), this will not be taken to be a formal waiver of Medical Mime's rights and that those rights or remedies will still be available to Medical Mime.

17.6 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting

the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

17.7 The Terms, and Your relationship with Medical Mime under the Terms, shall be governed by the laws of the State of Florida without regard to its conflict of law's provisions. You and Medical Mime agree to submit to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida to resolve any legal matter arising from the Terms. Notwithstanding this, the parties agree that each shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. The prevailing party in any such litigation shall be awarded reasonable attorney's fees and other costs.