



SamePage

Terms of Service

These SamePage Terms of Service (this "*Agreement*") are entered into by M.E.D-V.A.R, LLC ("MED-VAR") and the entity executing this Agreement ("*The Client-Organization* "). This Agreement governs Client's use of the standard SamePage (the "*Service*"). BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICE, CLIENT ACKNOWLEDGE THAT CLIENT HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT. In consideration of the foregoing, the parties agree as follows:

1. Definitions.

"Client" is the organization that has requested the consulting services of M.E.D-V.A.R LLC, which includes the use of this Service to collect feedback from its stakeholders.

"Participant" refers to any user who upon invitation by a Client, signs up to Client's account on the Service to participate in their surveys.

"Account" refers to the billing account of Client, for the Service.

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". However, Confidential Information will not include any information that is or becomes known to the general public, which is already

in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

"*Participant Data*" or "*SamePage Data*" means the data Client collects, process or store using the Service concerning the characteristics and activities of Participants.

"*Documentation*" means any accompanying documentation made available to Client by MED-VAR for use with the Processing Software, including any documentation available online.

"*Processing Software*" means the SamePage server-side software and any upgrades, which analyzes the Participant Data and generates the Reports.

"*Profile*" means the collection of settings that together determine the information to be included in, or excluded from, a particular Report. For example, a Profile could be established to view a small portion of a web site as a unique Report. There can be multiple Profiles established under a single Property.

"*Report*" means the resulting analysis shown at www.samepage/med-var.com

"*Servers*" means the servers controlled by MED-VAR (or its wholly owned subsidiaries) on which the Processing Software and Participant Data are stored.

"*Software*" means Questionnaire and Data Processing Software.

"*Third Party*" means any third party (i) to which Client provides access to Client's Account or (ii) for which Client uses the Service to collect information on the third party's behalf.

The words "*include*" and "*including*" mean "including but not limited to."

2. Fees and Service.

MED-VAR may change its fees and payment policies for the Service from time to time including the addition of costs for geographic data, the importing of cost data from search engines, or other fees charged to MED-VAR or its wholly owned subsidiaries by third party vendors for the inclusion of data in the Service reports. The changes to the fees or payment policies are effective upon Client's acceptance of those changes, which will be posted at www.samepage/med-var.com

Unless otherwise stated, all fees are quoted in U.S. Dollars. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by MED-VAR will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with Client's account.

3. Client Account, Password, and Security.

To register for the Service, Client must complete the registration process by providing MED-VAR with current, complete and accurate information as prompted by the registration form, including Client's e-mail address (username) and password. Client will protect Client's passwords and take full responsibility for Client's own, and third party, use of Client's accounts. Client is solely responsible for any and all activities that occur under Client's account. Client will notify MED-VAR immediately upon learning of any unauthorized use of Client's Account or any other breach of security. MED-VAR's (or its wholly-owned subsidiaries') support staff may, from time to time, log in to the Service under Client's participant password in order to maintain or improve service, including to provide Client assistance with technical or billing issues. Participants of Client account are solely responsible for their own password and username.

4. Nonexclusive License. Subject to the terms and conditions of this Agreement, (a) MED-VAR grants Client a limited, revocable, non-exclusive, non-sub licensable license to install, copy link to Client's data visualization solely as necessary for Client to use the Service on Client's Properties or Third Party's Properties; and (b) Client may remotely access, view and download Client's Reports stored at www.samepage/med-var.com Client will not (and Client will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the Software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except as expressly permitted by the law in effect in the jurisdiction in which Client are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Software, the Documentation or the Service; (iv) remove any proprietary notices or labels on the Software or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (vi) use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading Reports. Client will comply with all applicable laws and regulations in Client's use of and access to the Documentation, Software, Service and Reports.

5. Confidentiality.

Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information.

6. Information Rights and Publicity.

MED-VAR may retain and use, subject to the terms of its privacy policy information collected in Client's use of the Service. MED-VAR will not share Client's Participant Data or any Third Party's Participant Data with any third parties unless MED-VAR (i) has Client's consent for any Participant Data or any Third Party's consent for the Third Party's Participant Data; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Participant Data is reasonably necessary to protect the rights, property or safety of MED-VAR, its users or the public; or (iii) provides Participant Data in certain limited circumstances to third parties to carry out tasks on MED-VAR's behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by MED-VAR. When this is done, it is subject to agreements that oblige those parties to process Participant Data only on MED-VAR's instructions and in compliance with this Agreement and appropriate confidentiality and security measures.

7. Privacy.

Client will not (and will not allow any third party to) use the Service to track, collect or upload any data that personally identifies an individual (such as a name, email address or billing information), or other data, which can be reasonably linked to such information by MED-VAR. Client will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from Participants. Client must post a Privacy Policy. Client must disclose the use of SamePage, and how it collects and processes data. Client will use commercially reasonable efforts to ensure that a Participant is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the Participant's device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.

Client must not circumvent any privacy features (e.g., an opt-out)

that are part of the Service.

8. Indemnification.

To the extent permitted by applicable law, Client will indemnify, hold harmless and defend MED-VAR and its wholly owned subsidiaries, at Client's expense, from any and all third-party claims, actions, proceedings, and suits brought against MED-VAR or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by MED-VAR or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Client's breach of any term or condition of this Agreement, (ii) Client's use of the Service, (iii) Client's violations of applicable laws, rules or regulations in connection with the Service, (iv) any representations and warranties made by Client concerning any aspect of the Service, the Software or Reports to any Third Party; (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Client's use of the Service, the Software or Reports; (vi) violations of Client's obligations of privacy to any Third Party; and (vii) any claims with respect to acts or omissions of any Third Party in connection with the Service, the Software or Reports. MED-VAR will provide Client with written notice of any claim, suit or action from which Client must indemnify MED-VAR. Client will cooperate as fully as reasonably required in the defense of any claim. MED-VAR reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Client.

9. Third Parties.

If Client use the Service on behalf of the Third Party or a Third Party otherwise uses the Service through Client's Account, whether or not Client are authorized by MED-VAR to do so, then Client represent and warrant that (a) Client are authorized to act

on behalf of, and bind to this Agreement, the Third Party to all obligations that Client have under this Agreement, (b) MED-VAR may share with the Third Party any Participant Data that is specific to the Third Party's Properties, and (c) Client will not disclose Third Party's Participant Data to any other party without the Third Party's consent.

10. DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MED-VAR MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

11. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MED-VAR WILL NOT BE LIABLE FOR CLIENTR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF MED-VAR OR ITS SUBSIDIARIES AND AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. MED-VAR'S (AND ITS WHOLLY OWNED SUBSIDIARIES' TOTAL CUMULATIVE LIABILITY TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED \$500 (USD).

12. Proprietary Rights Notice.

The Service, which includes the Software and all Intellectual Property Rights therein are, and will remain, the property of MED-

VAR (and its wholly owned subsidiaries). All rights in and to the Software not expressly granted to Client in this Agreement are reserved and retained by MED-VAR and its licensors without restriction, including, MED-VAR's (and its wholly owned subsidiaries') right to sole ownership of the Software and Documentation. Without limiting the generality of the foregoing, Client agree not to (and not to allow any third party to): (a) sublicense, distribute, or use the Service, documentations or Software outside of the scope of the license granted in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the documentation or Software or otherwise attempt to discover any source code or trade secrets related to the Service; (c) rent, lease, sell, assign or otherwise transfer rights in or to the documentation, Software or the Service; (d) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; (e) use the information collection process, organizational mapping tools, scoring systems, algorithms, trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of MED-VAR; (f) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with MED-VAR (or its wholly owned subsidiaries) other than in the name of MED-VAR (or its wholly owned subsidiaries, as the case may be); (g) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service; or (h) seek, in a proceeding filed during the term of this Agreement or for one year after such term, an injunction of any portion of the Service based on patent infringement.

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in M.E.D-V.A.R's name, in the form, size and location as incorporated by M.E.D-V.A.R and shall include a link to the website of M.E.D-VA.R, in all Deliverables and on Client's website

13. U.S. Government Rights.

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

14. Terms and Termination.

Either party may terminate this Agreement at any time with notice. Upon any termination of this Agreement, MED-VAR will stop providing, and Client will stop accessing the Service; and Client will delete all copies of the GATC from all Properties and certify thereto in writing to MED-VAR within 3 business days of such termination. In the event of any termination (a) Client will not be entitled to any refunds of any usage fees or any other fees, and (b) any outstanding balance for Service rendered through the date of termination will be immediately due and payable in full and (c) all of Client's historical Report data will no longer be available to Client.

15. Modifications to Terms of Service and Other Policies.

MED-VAR may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. Client should look at the terms regularly. MED-VAR will post notice of modifications to these terms at www.samepage/med-var.com or other policies referenced in these terms at the applicable URL for such policies. Changes will not apply retroactively and will become effective no sooner than

14 days after they are posted. If Client does not agree to the modified terms for the Service, Client should discontinue Client's use SamePage. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of MED-VAR, (ii) Client accept updated terms online, or (iii) Client continue to use the Service after MED-VAR has posted updates to the Agreement or to any policy governing the Service.

16. Miscellaneous, Applicable Law and

Venue. MED-VAR will be excused from performance in this Agreement to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between Client and MED-VAR concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement will be governed by and construed under the laws of the state of California without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and California law, rules, and regulations, New York law, rules and regulations will prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Erie County, New York. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may be not be exported to or used by embargoed countries or individuals. Any notices to MED-VAR must be sent to: MED-VAR LLC, 640 Ellicott St #423, Buffalo, NY 14203, USA, with a copy to Legal Department, via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Client may not assign or

otherwise transfer any of Client's rights in this Agreement without MED-VAR's prior written consent, and any such attempt is void. The relationship between MED-VAR and Client is not one of a legal partnership relationship, but is one of independent contractors. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The following sections of this Agreement will survive any termination thereof: 1, 4, 5, 6 (except the last two sentences), 7, 8, 9, 10, 11, 12, 14, and 16.

Last Updated: 8/30/2015