

THINKSECURENET & SECURENETMD TERMS OF SERVICE

THESE TERMS OF SERVICE govern the agreement made as of the Date of Your Agreement (“Effective Date”), by and between ThinkSecureNet, LLC & SecureNetMD, LLC, a Delaware limited liability company (“Consultant”) and Client Name. (“Client”) (collectively, the “parties”) as described in the Executed Proposal, _____ (the “Agreement”). CLIENT desires to engage Consultant, and Consultant is willing to be engaged for the purposes of _____ (“Services”).

1.1 Term. The Term shall begin on the earlier of: (i) the date we activate or you use any Services; (ii) the date you activate or use any device or equipment used in conjunction with the Services; (iii) the date you enter into this Agreement; or (iv) the date you enter into any contract or agreement that references this Agreement. The Term shall continue for two (2) years from the Effective Date (according to your executed proposal/agreement).

1.2 Obligations. CLIENT hereby consents that in order for Consultant to effectively provide the Services, CLIENT must provide reasonable access to and permission to Consultant to access physical and online or electronic sites, software, and servers, as needed. CLIENT acknowledges Consultant may need to schedule times to meet or work with CLIENT staff or agents within or outside of business hours in order to provide the Services. Consultant hereby consents to provide the aforementioned Services, as further described in the Executed Proposal between Consultant and CLIENT (the “Executed Proposal”).

1.3 Use of Services. You shall not resell or transfer the Services or any affiliated devices to another party without Consultant’s prior written consent.

1.4 Consultant Property. All devices, equipment, firmware, software, and intellectual property, including, but not limited to, intellectual property relating to data organization and/or management processes, software improvements, statistical methodologies, working practices, standard operating procedures, workflow solutions, and other procedures, practices, analysis, documentation, and expertise, which have been independently developed and which were owned by or licensed to Consultant prior to the commencement of any Services (“Consultant Property”) and any derivatives, improvements, enhancements or extensions of the Consultant Property developed by Consultant pursuant to or during the performance of the Services (“Improvements”) are the sole and separate property of the Consultant. All right, title, and interest in the Consultant Property and Improvements shall be and remain vested in Consultant and shall not be transferred to CLIENT. All such materials shall belong exclusively to Consultant with Consultant having the right to obtain and hold its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

1.5 Prohibited Uses. You shall use the Services only for lawful purposes. If Consultant believes that CLIENT has used the Services for an unlawful purpose, Consultant may forward the relevant information to the appropriate authorities for investigation and prosecution. By activating or using the Services, CLIENT hereby consents to Consultant forwarding any such communications and information to the relevant authorities. In addition, Consultant will cooperate and provide information in response to any law enforcement requests, subpoenas, court orders, to protect its rights and property, and in the case where failure to disclose may lead to imminent harm to Consultant, CLIENT, other Consultant’s clients, or others. Consultant reserves the right to terminate its Services to CLIENT if determined by law that CLIENT was negligent and used the Services for an unlawful purpose. In the event of such termination, CLIENT will remain responsible for all outstanding charges, including the remainder of the unpaid total fee set forth in Section 2.1, as well as the Termination Fee, in accordance with Section 3.2.

1.6 Copyright; Trademark; Unauthorized Usage.

- (a) *Copyright; Trademark.* The Services and any devices, firmware, or software used to provide the Services or provided to you in conjunction with providing the Services, and all Services, information, documents and materials on Consultant websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All Consultant websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") are and will at all times remain Consultant's exclusive property. Nothing in this Agreement grants CLIENT the right or license to use any of Consultant's Marks.
- (b) *Unauthorized Usage.* Consultant provides CLIENT with only a nontransferable, revocable license to use the devices, firmware, or software used to provide the Services, in object code form, without making any modification thereto, strictly in accordance with the terms and conditions of this Agreement. CLIENT consents that the devices, firmware, or software is exclusively for use in connection with the Services. CLIENT consents to indemnify and hold Consultant harmless against any and all liability arising out of CLIENT's use of any Services or affiliated devices, firmware, or software.

1.7 Tampering with the Services. CLIENT shall not change the electronic serial numbers or equipment identifiers or perform factory reseals of any devices affiliated with the Services without Consultant's prior written consent. CLIENT shall not attempt to hack or otherwise disrupt the Services and any affiliated devices or make any use of the Services and devices that is inconsistent with the intended purposes of this Agreement. Consultant reserves the right to terminate the Services to CLIENT if it is proven or verified that CLIENT has tampered with any Services or affiliated devices. In the event of such termination, CLIENT will remain responsible for all outstanding charges, including the remainder of the unpaid total fee set forth in Section 2.1, as well as the Termination Fee, in accordance with Section 3.2.

1.8 Theft of Services. CLIENT shall notify Consultant immediately, in writing or by calling the customer support line, if any Services, devices, firmware, or software are stolen or if CLIENT becomes aware at any time that any Services, devices, firmware, or software have been or are being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When providing such notice, CLIENT shall provide its account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use. Failure to do so in a timely manner may result in the termination of the Services to CLIENT and additional charges to CLIENT. Until Consultant receives notice of the theft, fraudulent use, or unauthorized use, CLIENT will be liable for all stolen, fraudulent, or unauthorized use of the Services, devices, firmware, or software.

1.9 Incompatibility with Other Services.

- (a) *Security Systems.* The Services may not be compatible with security systems. You are responsible for coordinating and testing the compatibility of other alarm, monitoring, or security system with the Services.
- (b) *Certain Broadband and Cable Modem Services.* CLIENT acknowledges that the Services presently may not be compatible with some broadband services. CLIENT further acknowledges that some providers of broadband service may provide modems that prevent the transmission of communications using the Services. Consultant does not warrant that the Services will be compatible with all broadband services and expressly disclaims any express or implied warranties regarding the compatibility of the Services with any particular broadband service. CLIENT consents to providing reasonable and

adequate internet service both in terms of speed and quality to accommodate and facilitate Consultant's Services.

2.1 Billing.

- (a) *Fee.* CLIENT and Consultant acknowledge and agree that as consideration for Consultant's Services, CLIENT shall pay a fee to Consultant as fully set forth in the Executed Proposal within thirty (30) days of Consultant's submission of an invoice to CLIENT.
- (b) *Expenses.* CLIENT shall reimburse Consultant for all expenses incurred by Consultant in providing Services hereunder, including but not limited to travel, lodging, meals and other out-of-pocket costs. Client shall pay such reimbursements within thirty (30) days of Consultant's submission of an invoice to CLIENT.

2.2 Billing Disputes. CLIENT must notify Consultant in writing within ten (10) days after receiving an invoice from Consultant if CLIENT disputes any charges on that statement or CLIENT will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

SecureNetMD, LLC
Attn: Billing Department
16557 Coastal Highway
Lewes, DE 19958

2.3 Payment and Collection.

- (a) *Payment.* Consultant accept payment only by check, credit or debit card, unless other payment terms have been explicitly agreed to in writing by Consultant. Utilization of the Service authorizes Consultant to charge CLIENT's credit or debit card, if any. Consultant may terminate the Service at any time in its sole and absolute discretion if any charge to CLIENT's credit or debit card is declined or reversed, the credit or debit card expires and CLIENT has not provided a valid replacement credit or debit card, or if a CLIENT check bounces or is canceled, or in any other case of non-payment. In the event of such non-payment, Consultant shall charge CLIENT the Termination Fee as defined in Section 3.2, in addition to the already due payment.
- (b) *Collection.* If your Services are terminated, CLIENT will remain fully liable to Consultant for all charges pursuant to this Agreement and any and all costs Consultant incurs to collect such amounts, including but not limited to collection costs and attorney's fees.

3.1 Termination; Breach. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

3.2 Termination Fee. If CLIENT commits a breach of any provision of this Agreement, Consultant shall provide CLIENT with written notification, and CLIENT shall have thirty (30) days from such notification to remedy the breach. If CLIENT fails to remedy the breach in the permitted time period, or if such breach is of such nature that it cannot be cured in such time period, Consultant may elect to terminate this Agreement and to discontinue all Services, and CLIENT shall be immediately accountable for all outstanding charges, including the remainder of the unpaid total fee set forth in Section 2.1 ("Termination Fee").

4.1 Limitation of Liability. Parties agree that Consultant shall have no liability for special, indirect, punitive, consequential, exemplary, liquidated, or incidental damages or for any damages for loss of business, profits, business interruption, or any pecuniary loss arising out of or in the performance or breach of this Agreement, including but not limited to, damages related to patient injury related to the breach of patient privacy and protected health information. In no case shall Consultant's liability exceed the fee set forth in Section 2.1 of this Agreement.

4.2 Indemnification. CLIENT shall defend, indemnify, and hold harmless Consultant, its officers, directors, employees, affiliates, agents, and attorneys, and any other providers, who furnish or contribute to the furnishing the Services to CLIENT, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by or on behalf of CLIENT, any governmental authority, third party, or other individual or entity, relating to the Services.

4.3 No Warranties. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CLIENT OR GOVERNMENTAL REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL BE COMPLETE AS TO ALL POSSIBLE HIPA RISKS AND VULNERABILITIES, OR THAT THE SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, OR ERROR.

5.1 Governing Law. This Agreement, all rights and remedies, and the relationship between the parties shall be governed and construed in accordance with the laws of the Delaware, without regard to conflicts of laws principles. To the extent court action is initiated, the parties submit to the personal and exclusive jurisdiction of the state and federal courts of Delaware and irrevocably waive any objection to personal jurisdiction or venue, and shall not proffer any defense based on lack of jurisdiction or venue or based on inconvenient forum.

5.2 Mandatory Arbitration and No Jury Trial. Any dispute or claim between the parties arising out of or relating to the Services will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Delaware. The arbitrator's decision will follow the plain meaning of the relevant documents and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST BE SUBMITTED TO ARBITRATION WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, DELAWARE.

5.3 Attorney's Fees. In the event that any arbitration, as described in Section 5.3, or any resulting legal proceeding arises in connection with the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive from the other party the prevailing party's costs and expenses, including reasonable attorneys' fees and collection fees, incurred in connection therewith, in preparation therefor and on appeal therefrom.

5.4 No Waiver of Rights. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

5.6 Not Legal Services. The information shared by Consultant shall not be construed as legal advice and should not be relied upon for legal advice in any particular circumstance or situation.. The information presented by Consultant may not reflect the most current legal developments. Consultant disclaims all liability in respect to actions taken or not taken based on any or all information shared with CLIENT to fullest extent permitted by law. An attorney should be contacted for advice on specific legal issues.

5.7 Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, constitutes the entire Agreement between CLIENT and Consultant and govern the use of the Services. This Agreement supersedes any prior agreements between the parties and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5.8 Severability. If any part of this Agreement is declared legally invalid or unenforceable, all other parts of this Agreement shall remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.9 Confidentiality; Business Associate Agreement.

- (a) Parties acknowledge they have been and shall be exposed to Confidential Information of the other during the performance of this Agreement. Parties agree not to disclose Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except for as permitted in accordance with Section 1.5. The receiving party may disclose Confidential Information of the disclosing party to the receiving party's employees and/or authorized agents only on a need to know basis. The receiving party shall inform its employees and agents by way of policy and agreement, that they are bound by obligations of confidentiality at least as restrictive as those set forth herein. In addition, each party shall only be entitled to use Confidential Information for the purposes of this Agreement.
- (b) "Confidential Information" means: the terms and conditions of this Agreement; and any information that the disclosing party desires to protect against disclosure that, if disclosed in tangible form, is designated in writing as "confidential"; or, if disclosed orally or visually, is identified at the time of disclosure as "confidential". Confidential Information will not include any information that is already in the possession of the receiving party without obligation of confidence; is independently developed by the receiving party; is or becomes publicly available without breach of this Agreement; is rightfully received by the receiving party without obligation of confidence; or is released for public disclosure by the disclosing party. This Section 5.9 shall survive the termination of this Agreement.
- (c) Furthermore, upon execution of this Agreement, both parties shall enter into a Business Associate Agreement.

5.10 Future Changes. The parties may change the terms and conditions of this Agreement from time to time only through prior written consent of both parties. Continued use of the Services pursuant to any Agreement changes, even if unilaterally implemented or without prior written consent, shall constitute CLIENT's acceptance of such changes.

5.11 Notices. All notices to be given hereunder to the parties shall be by certified or registered mail, addressed to the respective parties at the following addresses:

If to Consultant:

SecureNetMD, LLC
c/o Legal Department
16557 Coastal Highway
Lewes, DE 19958

With copies to:

James Bailey, Esq.
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, VA 23219
jbailey@williamsmullen.com

If to CLIENT:

Client should submit Name and Address information to provide Notice or Consultant may use the information provided on the original agreement or correspondence.