

ON.CARE TERMS OF SERVICE

These terms of service (the “Terms”) govern Your use of the on-line subscription service (the “Service”) provided by On.Care, LLC (“On.Care”) pursuant to an order form incorporating the terms hereof (each an “Order Form”). These Terms shall apply unless You have a separate written contract that has been executed by On.Care, and the Terms together with the applicable Order Form(s), shall constitute the entire agreement and understanding between You and On.Care (the “Agreement”). By signing any Order Form, You agree to be bound by these Terms, as the same may be updated from time to time in On.Care’s sole discretion. As used herein, the terms "On.Care," "Us," "We," or "Our" means On.Care, LLC, or any agent, independent contractor, designee, or assignee that We may, in our sole discretion, involve in the provision of the Service; and “Customer”, "You," or "Your" means an individual or entity who has been granted access to the Service through execution of an Order Form.

1. **PAYMENT.** You agree to pay all of the fees set forth in an Order Form (the “Fees”) to On.Care for the Service being provided thereunder. Payments to On.Care must be made via automated clearing house (ACH) or automatically deducted from a credit card You put on file. All Fees shall be non-refundable and shall be paid in accordance with the payment schedule set forth on the Order Form. In the event that Fees are more than ten (10) days past due, then On.Care may (in its sole discretion and without limiting any of its other rights or remedies at law or equity) terminate this Agreement or suspend You from using the Service until payment in full is received. In addition, **Any late fees will be charged at the rate of \$0.015 per \$1.00 due. Previous late fees will not be included in this calculation.** You agree that You shall be responsible for any reasonable attorney’s fees incurred by On.Care in the course of collecting overdue payments from You. You are responsible for, and will indemnify and hold On.Care harmless from, any applicable sales, use, transaction, excise or similar taxes (other than On.Care’s income taxes).

2. **SERVICE DISCLAIMER.** THE SERVICE IS MADE AVAILABLE TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ON.CARE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

3. **PRODUCT DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT ON.CARE IS NOT THE MANUFACTURER OF THE PRODUCTS OR SERVICES ACQUIRED BY YOU THROUGH YOUR USE OF THE ON.CARE SERVICE (THE “PRODUCTS”). ACCORDINGLY, ON.CARE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. YOU AGREE THAT ON.CARE IS NOT RESPONSIBLE FOR THE DELIVERY OR PERFORMANCE OF THE PRODUCTS, AND YOU AGREE TO LOOK SOLELY TO THE MANUFACTURER OF THE APPLICABLE PRODUCT FOR ANY SUCH CLAIM. THIS

DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY FOR THE PRODUCTS, IF ANY.

4. **INDEPENDENT MEDICAL JUDGMENT.** You acknowledge and agree that On.Care has no responsibility for patient care, and that the Service is not to be used as a substitute for Your own independent medical judgment. You are solely responsible for medical decision-making and patient care to Your patients. You agree that Your clinical judgments are based on Your own medical expertise and shall not be determined in any way by the On.Care or the Service. You represent and warrant that You fully understand and acknowledge that the Service is not a substitute for any of Your current systems of administering and safeguarding medical treatment and/or medicine. The Service, and any Products, data, information or results provided on, through or by the Service, are (a) not intended to be medical advice or instructional for medical diagnosis or treatment, (b) not intended to be complete or to replace personal consultation with a qualified health care professional, and (c) not a substitute for the advice of Your physicians or other health provider(s).

5. **CONFIDENTIALITY.** You agree, both during the term of this Agreement and after termination or expiration of this Agreement, to hold On.Care's Confidential Information (as defined below) in confidence and to not to use or disclose such information except as may be necessary in connection with On.Care's provision of the Service under this Agreement. "On.Care's Confidential Information" means any non-public information that is disclosed or made available to You in the course of Your use of the Service or in connection with this Agreement, including but not limited to any pricing and payment terms offered to You for purchase of the Products. You agree not to input any sensitive or infringing information using into the Service, including but not limited to the protected health information of any individual.

6. **AGGREGATED DATA.** By using the Service, You consent to On.Care's collection and compilation of all user data regarding Your use of the Service as permitted by applicable law (the "Aggregated Data"). You hereby grant On.Care a worldwide, perpetual, royalty-free license to use or disclose such information regarding Your use of the Service as part of the Aggregated Data.

7. **OWNERSHIP BY ON.CARE.** As between On.Care and You, On.Care owns and will own all right, title and interest in and to all intellectual property ("**On.Care Intellectual Property**"), including, without limitation, all copyright, patent, trademark, trade secret, moral rights, goodwill and brand, design and so called "look and feel" and graphical user interface, data flows, product and connectivity specifications, schematics, documentation, source code and object code, data maps and definitions, and other proprietary rights, whether such is now existing or may hereafter come into existence, embodied in or associated with: (i) On.Care; (ii) the Service (including, without limitation, all web pages of the Service); (iii) On.Care's identifying marks (including but not limited to Our name and logo); and (iv) Aggregated Data. In addition, On.Care retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts, and techniques developed in the course of providing the Service, which constitutes On.Care Intellectual Property.

8. **INDEMNITY.** You agree to defend, indemnify and hold On.Care harmless from and against all claims, losses, costs and expenses (including reasonable attorneys' fees) arising out of or related to (a) Your use of, or activities in connection with, the Service; (b) any violation or alleged violation of this Agreement by You; and (c) any violation or alleged violation of applicable law by You. This provision shall survive the expiration or termination of the Agreement.

9. **LIMITATION OF LIABILITY.** ON.CARE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, ON.CARE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR ANY PRODUCTS PURCHASED THROUGH THE SERVICE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. TO THE EXTENT THAT THE ABOVE LIMITATION IS NOT ENFORCEABLE FOR ANY REASON, THE MAXIMUM AGGREGATE LIABILITY OF ON.CARE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100). THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

10. **TIME LIMITATION.** Notwithstanding any statute of limitations under applicable law, You agree that You may not bring any action relating to this Agreement more than one (1) year after the cause of action has arisen.

11. **TERMINATION.** This Agreement shall commence on execution of the Order Form and shall terminate upon expiration thereof, unless sooner terminated according to this Section. On.Care may terminate or suspend Your use of the Service at any time, with 30 days written notice, in its sole discretion. Upon any such termination or suspension, Your right to use the Service will immediately cease. Any provisions of these Terms which, by their nature, are intended to survive the termination or expiration of the Agreement, shall survive.

12. **NOTICE.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by certified mail, return receipt requested, upon verification of receipt; or (d) via e-mail. Notice shall be sent to You at the address set forth on the Order Form, or to such other address as You may specify in writing. All notices sent to On.Care shall be addressed to On.Care, LLC, 400 Rella Blvd., Suite 124, Montebello, NY 10901.

13. **GENERAL.** This Agreement is governed by and will be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law. For any disputes raised in connection with this Agreement, You agree to exclusive jurisdiction of the federal and state courts located in Rockland County, New York and waive any jurisdictional, venue or inconvenient forum objections to such courts. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and On.Care. You acknowledge and agree that On.Care is not a purchasing agent, and that any Products that You procure through the Service are chosen in Your sole discretion. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of Your rights or obligations under this Agreement without Our express prior written consent. We may assign, transfer or sublicense any or all of Our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Neither a course of dealing nor conduct between You and Us nor any trade practices shall be deemed to modify this Agreement. This Agreement, including the Order Form and these Terms, is the entire agreement between You and On.Care relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between You and On.Care relating to such subject matter. On.Care will not be responsible for any failure to fulfill any obligation due to causes beyond its control.