

THINKSMART'S SUPPLEMENTAL LICENSE TERMS FOR Practice Anywhere® CLOUD SERVER HOSTING SERVICES

These ThinkSmart Supplemental License Terms hereinafter set forth, as amended from time to time (these “**TSI Supplemental Terms**”), constitute the supplemental license terms of Think Smart Group, Inc. (“**TSI**”), as a Third Party Vendor to Eyefinity, Inc. and intended third party beneficiary of the License Agreement between Practice and Eyefinity (the “**License Agreement**” and together with all supplements and exhibits thereto (found on www.eyefinity.com/licensingpacket), as well as these Supplemental Terms, this “**Agreement**”) and are hereby incorporated by reference into the License Agreement, without the need for further action. All capitalized terms set forth herein shall have the meaning set forth in the License Agreement unless expressly provided to the contrary herein.

1. TERMS

- 1.1 Customer agrees that TSI has the right to delete all data, files or other information that is stored on TSI's server that is used to host Customer's Practice Anywhere service, on behalf of Customer, if either the Customer or TSI cancels this account, for any reason.
- 1.2 Customer's data stored on TSI equipment and/or systems must be removed by Customer or Customer representatives no later than the last day of current Term or in compliance of the “Return of Customer Data” section of the Eyefinity License Agreement. If Customer does not remove its data, Customer can elect to extend existing Agreement Term to a month by month basis by notifying Eyefinity sales department at least 10 days prior to the end of the current term. Election by Customer to extend existing Term to month by month will result in an increase of monthly service fees in the amount of thirty-five percent (35%) over their existing monthly agreement cost for the duration of this extension. Customer agrees that if no extension is requested Customer is automatically authorizing TSI to **DELETE AND REMOVE ALL CUSTOMER DATA** from **ALL TSI EQUIPMENT AND SYSTEMS**.
- 1.3 **CUSTOMER ACKNOWLEDGES ONCE DATA HAS BEEN REMOVED THERE IS NO WAY TO RETRIEVE THAT DATA.**

2. APPLICATION DELIVERY AND REGULATORY

- 2.1 TSI will provide a private virtual server (“Server”) to Customer. This Server will provide access only to the defined users provided to TSI by Customer. Server will provide enough CPU, Memory, and bandwidth to allow Customer to run current and future versions of OfficeMate as prescribed by Eyefinity. If Customer desires faster access to Server, customer can request additional hardware components be added to server for additional fees.
- 2.2 Customer agrees that any Microsoft specific software provided under this agreement is licensed under the Microsoft S.P.L.A. licensing program. All Microsoft Licenses will be revoked upon termination of this agreement and must be immediately removed from all customer systems and deleted.
- 2.3 All services provided by TSI under this Agreement extend to the Customer only, and do not extend to any other person, corporation or entity, regardless of their relationship with Customer and under no circumstances will TSI be obliged to support third parties.
- 2.4 Customer agrees to allow Think Smart to assign login credentials for assigned Practice Anywhere server to third party developers that require access when working with Customer on technical support issues or to perform other tasks with regard to their respective dealings with customer. By default Eyefinity Inc. will have a pre-created dedicated username and password, which will allow administrator rights and access to Customer's Practice Anywhere server. Customer agrees to hold TSI, its employees, affiliates, officers, or volunteers harmless if damage to Practice Anywhere server is deemed to be reasonably caused by third party that has been given access to Customers Practice Anywhere server. If for any reason Customer wishes to not allow any third party access to their system or to remove access already granted to a third party, Customer must contact Think Smart via email at support@thinksmartinc.com and request such removal.

3. CUSTOMER RESPONSIBILITIES

- 3.1 Customer is fully responsible for the viability of Customer data, the operation of the Customer's application, or any additional / third party equipment. Any assistance by TSI staff may be result in additional fees.
- 3.2 Customer is responsible for providing TSI with a reliable 24-hour contact to notify via email in the event of unplanned failure or downtime for maintenance.
- 3.3 Customer will maintain ongoing service and support contracts with hardware and software vendors that are required to work with your service allowing ability for TSI personnel to contact such vendors as the needs arise. If TSI requires access to third party support personnel and Customer does not maintain an agreement TSI will at Customers request purchase support on Customer behalf and charge customer for the support fee charged by vendor plus ten percent (10%) to cover Think Smart engineering time.
- 3.4 Customer agrees that third party manufactures of equipment, software, and/or services (“Devices”) that operate within customer's business and work in conjunction or compliment Customer's OfficeMate Suite installation that are not part of the Eyefinity and/or VSP Global companies including but not limited to ophthalmic hardware and/or software, third party software, and/or other third party services that claim their Devices support and operate within a remote Microsoft Terminal Services environment are solely responsible for the proper operation of their respective Devices within the Practice Anywhere environment. TSI will make a best effort to work with the third party companies to assist in remedying the non-working Devices however because the manufacturer of said Devices is not TSI, TSI can at its sole discretion cease to assist customer and refer sole support of said Devices to third party manufacturer and Customer.
- 3.5 Customer agrees to be solely responsible for obtaining, maintaining, and increasing Internet bandwidth when necessary for the proper operation of Practice Anywhere service.

4. LIMITATION OF LIABILITY

- 4.1 TSI exercises no control whatsoever over the content of the information passing through its network. TSI makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing. TSI also disclaims any warranty of merchantability or fitness for a particular purpose. TSI will not be responsible for any damage Customer suffers. This includes the loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions caused by its own negligence, omission or Customer's errors or omissions. Use of any information obtained via TSI's network is at Customer's sole risk. TSI specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 4.2 **IN NO EVENT SHALL TSI BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF TSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5. COMPLIANCE WITH LAWS

- 5.1 TSI's network may only be used for lawful purposes. Transmission of any material in violation of any U.S., state, or other governmental regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.