



SOLUTIONREACH SERVICE TERMS

These Solutionreach Service Terms hereinafter set forth, as amended from time to time (these "Solutionreach Supplemental License Terms"), constitute the Service terms of Solutionreach, Inc., a Delaware corporation, as a Third Party Vendor to Eyefinity, Inc. and intended third party beneficiary of the License Agreement between Customer and Eyefinity (the "License Agreement" and together with all supplements and exhibits thereto [found on www.eyefinity.com/licensingpacket], as well as these Solutionreach Service 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.

Customer agrees to be bound by the terms set forth below in connection with the use of services (the "SR Services) provided by Solutionreach.

1. License to Application Services- In consideration of Customer's obligations pursuant to the below, Customer is granted a limited, non-transferable, non-exclusive, revocable right and license for the term of the Agreement to obtain access to the SR Services for internal business purposes.

2. Services Subject to Change- Customer acknowledges that the SR Services may change from time to time and that Solutionreach necessarily relies on various programs, products and services provided by independent third parties in order to offer the SR Services. Because these third parties may modify, suspend or cancel their programs, products and services at any time, the SR Services may be affected, including the termination of specific features, benefits and services. No modification, suspension or cancellation by any third party that causes Solutionreach to change or terminate specific features, benefits or services shall release Customer from the obligation to pay for the SR Services or otherwise affect Customer's obligations under this Agreement.

3. Operation and Security- Solutionreach will use commercially reasonable efforts to operate and maintain its web sites and systems and to ensure the security, confidentiality and integrity of all text, data, video and other information provided by Customer, its clients, or otherwise related to Customer's organization ("User Content") transmitted through or stored on the Solutionreach system. Customer bears full risk of loss or damage to all User Content. The SR Services and Solutionreach systems are not an archive for any User Content.

4. Data Access- Customer hereby grants Solutionreach full read and write access to Customer's Practice Management Software (Customer's "PM"). The data access provided for herein shall allow Solutionreach to, among other things, write data such as appointment confirmations to Customer's PM (the "Data Access"). Further, Customer hereby agrees for itself, its partners and affiliates to release, acquit, and forever discharge Solutionreach or anyone claiming by or through Solutionreach of and from any and all claims, demands, actions or causes of action, whether at law or in equity, breaches of any duty or any responsibility, controversies ("Claims") and any and all losses, including loss or corruption of data, damages, liabilities, deficiencies, interest, awards, judgments, penalties, fees, costs and expenses (including reasonable attorneys' fees, and costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing), whether existing or which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, that may arise or be suffered or may relate to, either directly or indirectly, the Data Access. Customer further agrees not to bring, induce any party to bring, or assist any party in bringing, any Claim with respect to the Data Access.

5. Warranty and Liability Limitations- a. Warranty Limitations. THE SR SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SR SERVICES IS AT CUSTOMER'S RISK. SOLUTIONREACH WILL USE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE OF THE SR SERVICES, HOWEVER, SOLUTIONREACH PROVIDES NO WARRANTIES WHATSOEVER AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. SOLUTIONREACH DOES NOT WARRANT THAT THE SR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SOLUTIONREACH DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SR SERVICES IN TERMS OF ACCURACY, RELIABILITY OR OTHERWISE. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ITS USE OF THE SR SERVICE. SOLUTIONREACH DOES NOT AND CANNOT CONTROL THE FLOW OF INFORMATION TO OR FROM THE SOLUTIONREACH SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICE PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CONNECTIONS TO THE INTERNET. b. Liability Limitation. IN NO EVENT SHALL SOLUTIONREACH HAVE ANY LIABILITY TO CUSTOMER OR ITS CLIENTS, OR ANY OTHER THIRD PARTY ARISING FROM SOLUTIONREACH'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SOLUTIONREACH'S SOLE AND MAXIMUM LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE RELATED TO THE SR SERVICES, SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SR SERVICES WITHIN THE THREE (3) MONTHS IMMEDIATELY PRECEDING A CLAIM. c. Reliance on Limitations. CUSTOMER ACKNOWLEDGES THAT SOLUTIONREACH HAS SET PRICES AND IS PROVIDING THE SR SERVICES IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT AND THAT THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS RELATED TO SOLUTIONREACH AND THE SR SERVICES AS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF PORTIONS OF THIS AGREEMENT ARE FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

6. Proprietary Rights- Solutionreach will retain all right, title and interest (including copyright and other proprietary or intellectual property rights) relating to the SR Services and all legally protectable elements or derivative works thereto. Solutionreach will not obtain any right, title or interest in the user content. Solutionreach may place copyright and/or proprietary notices, including hypertext links, within Solutionreach's web site, system and software applications. Customer may not alter or remove such notices without written permission. Customer may not, directly or indirectly, reverse engineer, decompile, modify, sublicense or otherwise attempt to derive source code, trade secrets or other intellectual property from the SR Services.

7. Acceptable Use Restrictions- Customer is solely responsible for all acts, omissions and use under and charges incurred with its account or password. Customer is also solely responsible for any user content displayed, linked, posted, transmitted through or stored on the SR system or any third-party web site or system. Customer agrees not to engage in unacceptable use of the Services, which includes, without limitation:(i) to disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email;(ii) to disseminate or transmit any material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, offensive, vulgar, threatening or malicious;(iii) to disseminate or transmit files, data or other material, information or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;(iv) to create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication or do any act in violation of applicable laws and regulations;(v) to export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;(vi) to interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Customer does not have authorization to access or at a level exceeding Customer's authorization;(vii) to disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;(viii) to conduct, if applicable, any bank card or other financial transactions except as specifically authorized in each case by Customer's respective customers, clients and patients;(ix) to engage in any conduct that is not in compliance, if applicable, with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) and related Omnibus Rule, the Health Information Technology for Economic and Clinical Health Act (HITECH Act), the Telephone Consumer Protection Act of 1991 (TCPA), or the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (CAN-SPAM); or (x) to engage in any other activity deemed by Solutionreach to be in conflict with the spirit or intent of this Agreement or any policy of Solutionreach. If Customer is a HIPAA covered entity, Customer agrees to include a description of all intended uses of patient information in the HIPAA Notice of Privacy Practices Customer gives to its patients. Additionally, Customer agrees to promptly respond if a patient indicates they no longer wish to receive messages of any given type via the SR Services by disabling in the SR Services the associated message type(s) or device(s) for the patient making the request. Customer will indemnify Solutionreach for any and all claims, damages, liabilities, costs and expenses, including attorneys' fees and court costs, related to Customer's breach of this Agreement.

8. Protected Information and Actions as Agent- Customer acknowledges that user content may include protected and confidential customer or client patient information that is transmitted through or stored on the SR System. Applicable federal and state laws, as well as ethical and licensure requirements of Customer's profession, may impose obligations with respect to patient confidentiality that may limit Customer's ability to use the SR Services or to transmit certain information to third parties. Customer represents and warrants that, at all times during and after the term of this Agreement, Customer will comply with all laws, rules and regulations directly or indirectly applicable to Customer that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of customer, client and patient information. Moreover, Customer will use best efforts to cause all persons or entities under Customer's direct or indirect direction or control to comply with such laws, rules and regulations. Customer is, at all times during and after the term of this Agreement, solely responsible for obtaining and maintaining or verifying that Customer has obtained and is maintaining all customer, client and patient consents and all other legally necessary consents, authorizations, software licenses or other permissions required or advisable to process, access, retrieve, transmit, monitor, post, store, disclose and view any customer, client or patient information that is transmitted and stored on the SR system or any third-party web site or system. Customer agrees that Solutionreach, acting on Customer's behalf as Customer's agent, has the right to process, access, retrieve, transmit, monitor, store, disclose and view customer, client or patient information solely in connection with the provision of the SR Services pursuant to this Agreement. Solutionreach reserves the right to use and disclose to third parties information obtained while providing Services for purposes of complying with all applicable laws, rules and regulations. Customer will indemnify Solutionreach for any and all claims, damages, liabilities, costs and expenses, including attorneys' fees and court costs, related to any SR Services we provide or action we may take on Customer's behalf as Customer's agent to process, access, retrieve, transmit, monitor, post, store, disclose and view any customer, client or patient information or other User Content pursuant to this Agreement.

9. Termination-Solutionreach may terminate Customer's access to the SR Services at any time if Customer breaches a material term or condition of this Agreement. Upon the effective date of termination of this Agreement, Solutionreach will cease providing access to the SR Services, and Customer must cease using the SR Services.

10. General- The parties expressly agree that all disputes relating to the enforcement and/or interpretation of this Agreement as it relates to the SR Services shall be litigated before a court located in Salt Lake City, Utah.