

## PeerCharts - PeerCharts.com - END USER LICENSE AGREEMENT

**IMPORTANT:** This is a Licensing Agreement between you, ("CUSTOMER"), the end user of software and/or content, and EvolveMed, ("EVOLVEMED"). Please read this document carefully! Your use of this website, PeerCharts.com, and the PeerCharts Sample Package (PeerCharts.com and PeerCharts Sample Package are hereinafter to be designated "PEERCHARTS.COM") is conditional upon your acceptance of all of the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. Grant.** Subject to the terms and conditions of this Agreement, you are granted a revocable, limited, non-exclusive, non-transferable access to PEERCHARTS.COM.
- 2. Term.** This Agreement will remain in effect for a period of thirty (30) days from the date of acceptance of this agreement.
- 3. Transferability.** This license is granted to you only and as such does not permit you to sell, lend, assign, sublicense, lease or transfer in any other way licensed access to PEERCHARTS.COM.
- 4. Copyright.** The website and content provided for in this Agreement is and shall be the sole property of EVOLVEMED and AAEM Services, LLC. It is subject to copyright and as such is protected to the fullest extent allowable by law.
- 5. Confidentiality.** CUSTOMER shall: (a) receive and maintain access to PEERCHARTS.COM in confidence; (b) use the same degree of care with respect to the PEERCHARTS.COM as CUSTOMER employs to protect CUSTOMER's own confidential information from unauthorized use, duplication and/or disclosure, being, in any event, a high degree of care; and (c) use and disclose PEERCHARTS.COM solely in accordance with the provisions of this Agreement.
- 6. Disclaimer of Warranty.** PEERCHARTS.COM is provided "as is" without any representations, warranties or conditions of any kind whatsoever, to the maximum extent permitted by applicable law. EVOLVEMED and its respective officers, directors, shareholders, employees, suppliers, agents and contractors DISCLAIM any representations, warranties and conditions, express, implied, collateral or arising by statute or otherwise, regarding the software, including without limitation any representations, warranties or conditions of MERCHANTABILITY or fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement. Further, no prior or contemporaneous advice or information obtained by you from personnel of EVOLVEMED or its suppliers shall create any condition or warranty not expressly provided for in this agreement.
- 7. Use Limitations.** CUSTOMER shall not use PEERCHARTS.COM, or content therein, in any way which threatens or violates EVOLVEMED'S or AAEM Service's copyright. This includes reproducing (for use other than use by CUSTOMER), modifying, or making derivative products of any content contained in PEERCHARTS.COM. All rights not expressly granted are reserved. Any print or copy of the PEERCHARTS.COM content CUSTOMER is allowed to make, pursuant to this Agreement, must retain the copyright information included with the original copy of the content. CUSTOMER shall not, directly or indirectly, do any of the following: (i) use PEERCHARTS.COM to design, develop or market a competing product or service; (ii) use PEERCHARTS.COM for any illegal purpose; (iii) remove or alter any of the copyright notices or other proprietary markings on any copies of the content; or (v) sub-license or otherwise distribute, or give unauthorized access to PEERCHARTS.COM.

8. **Limitation of Liability.** In no event shall EVOLVEMED be liable for any consequential or special damages or lost profits, including, without limitation, consequential or special damages for work stoppage or loss of work product data caused by the use or inability to use PEERCHARTS.COM, even if EVOLVEMED has been advised of the possibility of such damages or losses.

9. **Indemnification.** CUSTOMER agrees to indemnify, hold harmless and, at our option, defend EVOLVEMED, its Affiliates and its sub-distributors, and its and their respective officers, directors, shareholders, employees, agents and contractors from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable legal fees and expenses) arising from CUSTOMER's use, or the use of any End User, of PEERCHARTS.COM.

10. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Utah, as if performed wholly within the state and without giving effect to the principles of conflict of law.

11. **Severability.** The invalidity, in whole or in part, of any term of this Agreement does not affect the remainder of the Agreement.

12. **Modification.** All Modifications shall be in writing. This Agreement may be modified or rescinded only in writing and signed by both of the parties.

13. **Waiver.** Waiver of any provision of this Agreement is not a waiver of future compliance, and that provision, as well as other provisions of this Agreement, remains in full force and effect.

14. **Complete Agreement.** This Agreement constitutes a final expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

You may contact EvolveMed support by using the contact information at <http://www.evolve.med.com>.

Last Updated: June 06, 2007