DatCard

AGILISYS USE POLICY

This Agilisys Use Policy ("AUP") sets forth the acceptable uses and restrictions on the use of DatCard's Agilisys Products and Services. By using any of the Agilisys Products and Services, as a recipient of images and data and/or a contributor, the undersigned ("User" or "You") expressly agrees to all of the terms and conditions of this AUP.

WHEREAS, DatCard has developed a line of products which allow healthcare providers to transmit images, material, patient records, and related data and information ("Content") to offsite locations through DatCard's network ("Agilisys Cloud") where the data can be stored and accessed through remote means either on a short term or long term basis ("Agilisys Products and Services" or "Services");

WHEREAS, User desires to use the Agilisys Products and Services for the purpose of transmitting Content, receiving Content from one or more of DatCard's Subscribers, and/or designating its employees, health care providers, patients, or any other third party to be recipients ("End Users") of the Content it transmits to the Agilisys Cloud ; and

WHEREAS, it is agreed that the use of the Agilisys Products and Services by User and any End Users is subject to and contingent upon compliance with this AUP.

THEREFORE, it is agreed as follows:

1. You may use the Agilisys Products and Services, subject to your compliance with this AUP and the terms and conditions of the License Agreement between You and DatCard or between You and one of DatCard's authorized suppliers (in each case the "License Agreement"), to view Content, process Content, transmit Content, and retrieve Content transmitted to you by a DatCard Subscriber, and to designate End Users to be recipients of the Content you transmit to the Agilisys Cloud.

2. You acknowledge that neither DatCard nor its affiliates are responsible in any manner, and you, the End Users, and the DatCard Subscriber(s) who designate you as a recipient of Content are solely responsible for all Content, that you view, download, retrieve, process, or share in connection with your use of the Agilisys Products and Services. While DatCard may track information regarding your usage of the Services, DatCard will not disclose, sell or license Content, except as may be necessary to comply with subpoenas, court orders, or other legal requirements.

3. You agree that you shall not use the Services to transmit, distribute, post, access, retrieve, process or store Content: (a) in violation of any applicable law, regulation, or judicial order ; (b) that violates the terms of this AUP, the terms of the Purchase and Use Agreement between You and DatCard, and any other applicable agreement between You and DatCard, or any other DatCard policy applicable through the Agreement; (c) for any illegal purposes, including without limitation, the transmission, distribution, posting, or storage of material, images, and/or data that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise

objectionable, offends religious sentiments, promotes racism, contains viruses, or that infringes or may infringe intellectual property or other rights of another, (d) for the transmission of junk mail, spam, chain letters, phishing, or unsolicited mass distribution of email, (e) that interferes with or adversely affects the Services or use of the Services by other DatCard customers; (f) advocating violence, or which violates a law, regulation, or public policy; (g) that would violate patient privacy rights as prescribed by HIPAA, HITECH, or other applicable federal or state laws or regulations, (h) that would infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information(including unauthorized use of domain names, or (i) that may or could expose DatCard to any criminal or civil liability or penalties. Subscriber shall cooperate with DatCard in investigating and correcting any apparent breach of this AUP.

4. You acknowledge and agree that current federal law, specifically Sections 1173 and 1175 of the Social Security Act (the Health Insurance Portability and Accountability Act of 1996) and 45 CFR Parts 160, 162, and 164 arising from that Act and commonly referenced as the Privacy & Security Rules (hereinafter referred to as "HIPAA"), and as further modified by the American Recovery and Reinvestment Act of 2009, together with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of American Recovery and Reinvestment Act of 2009 establish enforceable privacy regulations governing the access, use, and disclosure of certain individually identifiable information ("PHI"). You agree to comply with all applicable provisions of HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI, and shall not use or disclose PHI in violation of the provisions of HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI.

5. You may not, nor will you allow or enable any third party to, interfere or attempt to interfere in any manner with the functionality or proper working of the Agilisys Products and Services.

6. You agree to provide such additional information and/or other materials as reasonably requested by DatCard to verify your compliance with this Agreement.

7. You shall not disrupt, degrade, impair, or violate, or attempt to disrupt, degrade, impair, or violate the integrity or security of the Services, the Agilisys Cloud, or the computers, servers, services, accounts, or networks of DatCard any other party (e.g., "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of DatCard IP space or networks.

8. You shall not violate any charters, policies, rules or agreements promulgated by any search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services ("Usenet Rules"), including, without limitation, any cross postings to unrelated news groups, continued posting of off-topic messages, and

disrupting newsgroups with materials, postings, or activities that are inappropriate (as determined by DatCard in its sole discretion), unless such materials or activities are expressly allowed or encouraged under the Usenet Rules.

9. DatCard has no responsibility for any material or information created, stored, maintained, transmitted, retrieved, processed, downloaded, or accessible on or through the Services and is not obligated to monitor or exercise any editorial control over such material. In the event that DatCard becomes aware that any such material may violate this AUP and/or expose DatCard to any form of civil or criminal liability, DatCard reserves the right to investigate such material, block access to such material, and suspend or terminate any Services without liability and without notice. DatCard further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that DatCard believes is responsible for such violation. DatCard also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way DatCard's rights and remedies at law or in equity that may otherwise be available.

10. You agree to indemnify, and hold harmless DatCard and its affiliates and licensors, and each of their respective employees, directors and representatives, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") which in any way arise out of or are related to: (i) your use or a physician's, referred by you, use of Agilisys Products and Services and/or the Agilisys Cloud; (ii) your violation or an End User's violation, of one or more provisions of HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI, (iii) your Content and any Content you allow, permit, or authorize a third party to post, transmit, distribute, or store using the Services, including but not limited to any infringement of any third-party rights; and (iv) your violation of any term or condition of this Agreement. At DatCard's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, DatCard may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you may not settle any such Claim without DatCard's prior written consent).

11. USER AGILISYS OBLIGATIONS.

    11.1 The use of the Agilisys Cloud and the Agilisys Products by User and End Users will comply with the terms and conditions of the License Agreement, this AUP, as from time to time amended and changed by DatCard in its sole discretion.

    11.2 It is the sole obligation of User and its End Users to apprise and familiarize themselves with the terms and conditions of this AUP as from time to time amended. Any amendments or changes to the AUP become effective when the amended Use Policy is posted on DatCard's website.

11.3 If User or one or more of its End Users violates the License Agreement and/or this AUP, DatCard may, without further notice, suspend all access to the Agilisys Products by User and its End Users, and restrict User's and its End Users' access to the Agilisys Cloud, if DatCard reasonably determines that such violation was unlawful or is likely to cause loss or liability to DatCard or any other party. Any suspension, restriction, or interruption of Services or access to the network will be on the most limited basis necessary, in DatCard's discretion, to address and correct the violation.

11.4 Customer assumes all risks associated with its use of the Agilisys Products and the Agilisys Cloud, and acknowledges that connecting to the Internet or an Intranet may result in User's computers and/or data being subjected to breaches of security. DatCard shall not be liable for any such breaches of security nor shall DatCard be liable for any virus, bugs, tampering, interruption, defect, deletion, delay in operation or transmission, computer line failure or any other technical malfunction caused by such connection to the internet or by connection or installation of any software or hardware created by a third party that is not installed or authorized by DatCard. It is User's and any End User's sole responsibility to install and maintain all security protocols it deems necessary and to take all necessary action to prevent unauthorized access to its systems and data, including without limitation or exclusion, virus protection software, firewalls, passwords, data encryption, and other similar measures.

11.5 Current federal law, specifically Sections 1173 and 1175 of the Social Security Act (the Health Insurance Portability and Accountability Act of 1996) and 45 CFR Parts 160, 162, and 164 arising from that Act and commonly referenced as the Privacy & Security Rules (hereinafter referred to as "HIPAA"), and as further modified by the American Recovery and Reinvestment Act of 2009, together with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of American Recovery and Reinvestment Act of 2009 establish enforceable privacy regulations governing the access, use, and disclosure of certain individually identifiable information ("PHI"). It is User's sole responsibility to insure its compliance and its End User's compliance with HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI. User assumes all risks associated with its use of the Agilisys Products and the Agilisys Cloud by its End Users, including without limitation, End Users' compliance with HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI.

11.6 Indemnification. User agrees to indemnify and hold harmless DatCard, and its affiliates and licensors, and each of their respective employees, directors and representatives, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding

(any and all of which are "Claims") which in any way arises out of or are related to: (i) User's use or an End User's use of the Agilisys Products or Agilisys Cloud, including any use or disclosure of PHI in violation of HIPAA and the HITECH Act, as well as any applicable state laws and regulations, regarding the use and disclosure of PHI; (ii) User's Content and any Content User allows, permits, or authorizes a third party to post, transmit, view, receive, distribute, or store using the Products, including but not limited to any infringement of any third-party rights; and (iii) User's violation, or an End User's violation, of any term or condition of the License Agreement or this AUP. At DatCard's option, User will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, DatCard may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, User may not settle any such Claim without DatCard's prior written consent).

11.7. User Connection. User shall provide DatCard with twenty-four (24) hour a day, seven day a week network connection ("Connection") to User's virtual or physical equipment which hosts the Agilisys Products and provides User access to the Agilisys Cloud. DatCard will specify and provide commercially available virtual support network software for the remote support of the Agilisys Products using the Connection ("Support Software"). The Connection and Support Software shall be configured as reasonably required from time to time by DatCard, for the purpose of enabling DatCard to (i) provide and support the Agilisys Products, (ii) compile, extract and upload Generic Studies, (iii) compile, extract and upload relevant information for billing and audit purposes, and (iv) monitor User's and End User's compliance with the terms of the License Agreement and the AUP. Physical or virtual equipment that User provides to host the Agilisys Products shall conform to and be configured in compliance with DatCard's specifications (the "Hosting Specifications"). The Hosting Specifications include processor, memory, storage, accessory, operating system and software requirements for type, speed and version of each. The Hosting Specifications also include specific configuration requirements to enable DatCard to remotely control such equipment, and to prevent conflict between the Agilisys Products and other applications. User is responsible for back-up and all failures of such equipment.

11.8 Generic Studies. Subject to the necessary approvals by the User and reasonable constraints, User grants to DatCard the authority (a) to extract from each Captured Study, which is defined a series of radiological images relating to an individual patient from a single diagnostic session uploaded by User, all data from such study (other than data set forth in 45CFR 164.514(b)(2)(i) that pertains to the identity of a patient or links patient identity to information in a manner prohibited by law) (each extract from a Captured Study is a "Generic Study"), and (b) to use, publish, disseminate, and/or prepare derivative works by any means and in any manner any and all such Generic Studies.

12. The covenants contained in this AUP shall be construed as a series of separate covenants, one for each of the cities, counties and states of the United States of America, and one for each other country, city and any region, if any, analogous to states or counties in the United States of America. It is the desire and intent of the Parties that these covenants shall be enforced to the fullest extent permissible under applicable law. If any portion of this AUP is held to be invalid or unenforceable due to the unreasonableness of time or geographical restrictions, such covenants and restrictions shall be effective for the greatest period of time and for the greatest geographical area as may be determined to be reasonable by a court of competent jurisdiction and shall be enforced accordingly. If any other portion of this Agreement is held to be invalid or unenforceable for reasons unrelated to the unreasonableness of time or geographical restrictions, such provisions shall be severed from this Agreement and the remaining covenants and restrictions or portions thereof shall remain in full force and effect.

13. No waiver by any party of any breach of, or compliance with, any condition or provision of this Agreement by another party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

14. This AUP shall be governed by the laws of the State of California, without regard to conflict of law principles. Any dispute arising under this Agreement or related thereto shall be adjudicated exclusively in the U.S. District Court for the Central District of California or the Court of the State of California, County of Orange and both parties hereby consent and submit to the personal jurisdiction of the State of California for such purposes and waives all objections thereto. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to this Agreement.

15. The rights and remedies of DatCard hereunder are not exclusive of, or limited by, any other rights or remedies which it may have, whether at law, in equity, by contract or otherwise, all of which shall be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of DatCard hereunder, and the obligations and liabilities of User hereunder, are in addition to their respective rights, remedies, obligations and liabilities under the laws of unfair competition, laws relating to misappropriation of trade secrets, other laws and common law requirements and all related rules and regulations, in each case to the extent applicable to any action or inaction of User hereunder.

16. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

17. THE AGILISYS PRODUCTS AND SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS ARE PROVIDED ON AN "AS IS" BASIS, WITH ALL FAULTS ACCEPTED, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED THEREFROM. DATCARD FURTHER DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE INTERNET AND INFORMATION DERIVED THEREFROM OR THEREOVER. DATCARD MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM OR THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF ANY THIRD PARTY TECHNOLOGY, ANY THIRD PARTY ACTION SUCH AS HACKING, OR ANYACT OR OMISSION OF THE SUBSCRIBER OR USER, INCLUDING FAILURE TO ENCRYPT, AND DATCARD SHALL HAVE NO RESPONSIBILITY THEREFORE. DATCARD DOES NOT WARRANT THAT THE AGILISYS PRODUCTS AND SERVICES, INCLUDING ANY SOFTWARE UPGRADES AND/OR ENHANCEMENTS WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF DELAYS, WITHOUT FAILURE OF PERFORMANCE, OR NOT ACCESSED BY UNAUTHORIZED THIRD PARTIES, AND IT IS EACH SUBSCRIBER'S AND USER'S SOLE RESPONSIBILITY TO PERFORM ANTI-VIRUS SCANS ON ITS SYSTEMS, INSTALL APPROPRIATE ANTI-VIRUS SOFTWARE TO PROTECT ITS INFORMATION, USE ENCRYPTIONS WHERE NECESSARY, TAKE ALL NECESSARY ACTION TO PROTECT UNAUTHORIZED ACCESS TO THE PRODUCTS, AND OTHERWISE MONITOR WHAT INFORMATION OR DATA IS TRANSFERRED IN UTILIZATION OF THE SERVICES AND DATCARD'S NETWORK.DATCARD MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF ANY CAPTURED STUDY. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT DATCARD IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE; SUBSCRIBER AND USER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DIAGNOSES, PROGNOSES OR OTHER MEDICAL ADVICE RENDERED IN RELIANCE ON ANY CAPTURED STUDY OR ANY COMPONENT OF THE SERVICE, AND USES THE AGILISYS PRODUCTS AND SERVICES WITH THE EXPRESS UNDERSTANDING THAT THE IMAGES TRANSMITTED AND VIEWED ARE CLINICAL REFERENCE IMAGES ONLY . USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS DATCARD, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ANY CLAIM OF MALPRACTICE, MISDIAGNOSIS OR ANY OTHER MEDICAL TREATMENT MATTER IN CONNECTION WITH THE USE OF THE SYSTEM OR ANY COMPONENTS THEREOF BY CUSTOMEROR CUSTOMER'S USERS, AGENTS OR CONTRACTORS.

Dated: _____, 20__

[Name of Company]

By: _____

Name: _____

Title _____