

VIDATALK LICENSE AGREEMENT

1. LICENSE

1.1 Grant of License. Vidatak grants to the End User for the Term of this Agreement a non-exclusive, non-transferable, non-sublicensable, and royalty free license to use the Product provided under this license solely for the End User's personal use. The End User will not use, copy, modify, sell or transfer any part of the Product except as permitted by this Agreement.

1.2 Restrictions. Except as specifically permitted in writing by Vidatak, the End User may not: (a) copy the PRODUCT except as provided in this Agreement; (b) sublicense the Product; (c) reverse engineer, decompile, or disassemble the Product; (d) use the Product beyond the pilot period without purchase; or (e) rent, lease, or lend the Product.

1.3 No Additional Rights. It is understood that nothing in this Agreement shall be construed to grant the End User Site a license, express or implied, under any patent owned solely or jointly by Vidatak other than the Product expressly licensed hereunder. Vidatak shall have and maintain the right to license the Product to any other party for any purpose.

2. INTELLECTUAL PROPERTY

The Product is the sole and exclusive property of Vidatak.

3. LIMITATION OF LIABILITY

THE END USER SITE ACKNOWLEDGES THAT (A) THE PRODUCT IS NOT INTENDED TO PROVIDE DIAGNOSES OR THERAPEUTIC RECOMMENDATIONS; AND (B) THAT USERS OF THE PRODUCT SHOULD NEVER RELY SOLELY ON IT IN MAKING DIAGNOSTIC OR THERAPEUTIC DECISIONS, NOR TO DETERMINE THE PRESENCE OR ABSENCE OF A CONDITION.

4. PUBLICATION

Any publication related to the Product must be mutually agreed to by the parties in writing before submission. The parties agree that any publication will include attribution to both parties and the Product.

6. COMPLIANCE WITH LAW

Each party shall ensure that it complies with, all government statutes and regulations that relate to the Product or its use.

7. AUTO-RENEWING SUBSCRIPTIONS

For auto renewing subscriptions the following terms apply:

- 7.1 Payment will be charged to iTunes Account at confirmation of purchase.
- 7.2 Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.
- 7.3 Account will be charged for renewal within 24-hours prior to the end of the current period and identify the cost of the renewal.
- 7.4 Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.
- 7.5 Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable.

8. MISCELLANEOUS

- 8.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof.
- 8.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.
- 8.3 Assignment. The End User Site shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Vidatak.
- 8.4 Force Majeure. Neither party shall be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, sabotage, strike or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.
- 8.5 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, excluding with respect to conflict of laws.

8.6 Severability. If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term hereof, it is the intention of the parties that the remainder of this Agreement shall not be effected thereby.

8.7 Survival. In addition to any specific survival references in this Agreement, any other rights, responsibilities, obligations, covenants and warranties that by their nature should survive this Agreement shall similarly survive and remain in effect.

8.8 Headings. All headings are for convenience only and shall not affect the meaning of any provision of this Agreement.

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