



Velox Data Co. Terms & Conditions of Use

Acceptance of the Terms

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Throughout this Agreement, Velox Data Co. will be referred to as “We” “Our” or “Velox,” and you the user of the Application will be referred to as “You” “Your” and “User.” If You use Our Application on behalf of a company or organization or other entity, then (i) “You” “Your” and “User” includes You and the entity; (ii) You represent and warrant You are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and You agree to these Terms of Use on the entity’s behalf; and (iii) Your entity is legally and financially responsible for Your use of the Application or Services (as defined herein) as well as for the use of Your account by others affiliated with Your entity including any employees, agents or contractors.

Please read these Terms of Use carefully before accepting, downloading, or installing the Application. By accessing, using, installing, or registering to use this Application, You accept and agree to be bound by these Terms of Use. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, YOU MUST IMMEDIATELY CEASE TO DOWNLOAD, INSTALL, OR USE THE APPLICATION.

Description of the Services

Velox’s proprietary Application, installed on Your system, is licensed (and not sold) to You. The Application may provide You with access to a variety of information, materials, and downloads, including but not limited to, reports, graphs, statistics, etc. (collectively, “Services”). The Services, including any update or change, are subject to the Terms of Use. You may be subject to other agreements with Velox.

Medical Advice

Velox does not give medical advice, practice medicine, or offer any medical or other professional services. While the reports generated by the Application may provide information to assist Your patients with making medical or financial decisions, any information generated through the Application, are for informational and educational purposes only and are not intended to constitute professional advice, diagnoses, or treatment, or to substitute for the professional judgment of a licensed medical professional. You assume full risk and responsibility for the use of any information generated through the Application,



including, but not limited to, any professional advice or treatment plan based on such information. Velox specifically disclaims any relationship with Your patients or clients.

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Velox grants to User a non-exclusive and non-transferable right and license to use this Application in accordance with these Terms of Use. If User has been granted access by the Application, User may use the Services and/or Content made available by Velox solely for the User's internal business purpose related to the limited license of this Application, subject to the terms of this Agreement. Any other use of this Application and Your Account Information by any person, business, corporation, government organization, or any other entity other than the uses permitted under these Terms of Use is strictly prohibited.

User agrees it shall not permit or allow any third party to use or access User's password, this Application, or any information contained therein (collectively, the "Account Information") without prior written approval from Velox. User shall not use any Account Information, or any proprietary or confidential information contained in this Application for any purpose other than to facilitate User's business. User acknowledges Velox may at its sole discretion revoke the use of this Application. Ownership of this Application and Account Information and all intellectual property rights therein shall remain at all times with Velox and its licensors. Velox expressly reserves all rights not granted to User herein.

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User agrees to comply with all trademarks, copyrights, and other laws worldwide in the use of this App and agrees to prevent any unauthorized copying or distribution of the Content and information contained on this App. Except as expressly provided herein, Velox does not grant any express or implied right to User under any patents, trademarks, copyrights, or trade secret information. This license shall not affect the exclusive ownership by Velox of the Application or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Velox relating to the license of the Application.

Single Location Use

This Application can be used on more than one computer, at a single business location. Should User determine User will need to use the Application at different locations, the User must purchase an additional license subscription for each location at which the User intends to use the Application. If it is determined by Velox the User is using this Application at more than one location, without purchasing the required



additional subscription, Velox reserves the right to retroactively bill the User for each location that is using the Application from the start of the original subscription.

User Responsibilities

The User is responsible for all activity occurring under Your account and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Your use of the Application, including those related to data privacy, international communications, and the transmission of technical or personal data.

User assumes full responsibility for: (a) the purchase, selection, placement, relocation, direction, and presence of the equipment installed to support Velox's Services, including, without limitation, any internet service provider devices and other electronic communication devices, and its use as part of Velox's Services at any time (each, a "Device"); and (b) all data and information entered into the Application by the User.

User understands and agrees the User's internet service provider is responsible for configuring the settings so that each Device is compatible to work with the Application. Velox is not responsible for the setup, operation, maintenance, or compatibility of such Devices. User agrees User shall be responsible for all disputes with any telephone/internet service company related to same. User acknowledges the Application is provided over the Internet and so the quality and availability of the Application may be affected by factors outside Velox's reasonable control.

You acknowledge and agree You are solely responsible for obtaining and maintaining all telecommunications, broadband and computer hardware, equipment and the Services needed to access and use the App, and for paying any data charges that may be charged to You by Your network provider in connection with Your use of the App. Velox is not responsible for any delays in operation or transmission, defect, interruption, deletion, computer virus, delivery failures, or other damage resulting from such issues.

User shall: (i) notify Velox immediately of any unauthorized use of any password or Account Information or any other known or suspected breach of security; (ii) report to Velox immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You; and (iii) not impersonate another Velox User or provide false identity information to gain access to or use the Application.

User Access

User is responsible for all use of its Account Information, including choosing safe passwords and ensuring file protections. User acknowledges by allowing employees and other agents to access the Application and the Content. User is responsible for ensuring such employees use the Application and the Content solely for its intended purpose. User further acknowledges Velox is not responsible for any unlawful access or use of the Application or the Content by any employee or agent to whom the User provides access to the Software. User further acknowledges it is responsible for protecting the protected health information as defined in 45 C.F.R. §160.103 ("PHI") of its patients and represents and warrants it has obtained the proper consents, authorizations, and releases, including, but not limited to, HIPAA and/or



PIPEDA documentation required by law as it relates to any PHI entered into User's PMS or any PHI contained in the Content.

Protected Health Information

For those Users in the United States or providing services to patients in the United States, practices regarding PHI are governed by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"). By agreeing to these Terms of Use, you also agree to Velox's Business Associate Addendum available at the following address: www.veloxdata.co and incorporated herein by reference. You agree to use the Application and the Content in full compliance with HIPAA and all other applicable laws and regulations.

PIPEDA

For those Users in Canada or providing services to patients in Canada, User represents and warrants it has obtained all proper consents from its patients under The Personal Information Protection and Electronic Documents Act ("PIPEDA"), including, but not limited to, PIPEDA authorizations, for any health-related information. The User is responsible for all activity occurring under Your account and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Your use of the Application, including those related to data privacy, international communications, and the international transmission of technical or personal data.

Disclaimer

THE APPLICATION AND ITS CONTENTS ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, TO THE EXTENT PERMITTED BY LAW. ALL INFORMATION PROVIDED ON THE APPLICATION IS SUBJECT TO CHANGE WITH OR WITHOUT NOTICE. VELOX CANNOT ENSURE ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE APPLICATION WILL BE FREE FROM VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. VELOX DISCLAIMS ALL REPRESENTATIONS AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO THE USER'S USE OF THE APPLICATION, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT WITH RESPECT TO THE CONTENT OR ANY SERVICES RELATED TO THE CONTENT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

We make no representation or warranty as to the completeness, accuracy or correctness of information or the Content provided in the Application. We do not warrant or make any representations regarding the use or results of the use of this Application. We do not warrant that the functions contained in the Application, any Content or Service will be uninterrupted or error-free, and that any defects will be corrected.

You assume total responsibility for the use of this Application. You agree to conduct your own due diligence to assess, the accuracy, reliability, and quality of all Content provided in the Application. No



oral or written information or advice given by any person or entity shall create a warranty or representation or in any way increase the scope of this warranty. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You.

Availability

Velox reserves the right, temporarily or permanently, in whole or in part, to modify, suspend or discontinue the Application without notice, for any reason, without liability to the User, except where prohibited by applicable law.

Intellectual Property Rights

Velox is and shall be, the sole and exclusive owner of all rights, title and interest throughout the world in and to all the Content related to or associated with the Application and the Services performed under this Agreement including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein. The copyright and ownership interests in the Application and Services are held by Velox and its suppliers and are protected by U.S. laws and international treaty provisions.

You acknowledge (i) all intellectual property rights in and to the Application belong to Velox, (ii) the rights granted herein are licensed (not sold to You) and (iii) You have no rights in or to the Application, its content or other right to use the App in accordance to these Terms of Use.

Unauthorized use of this Application and Your Account Information may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes or other applicable laws, rules or regulations, and may subject You to civil liability and/or criminal penalties.

Indemnification

To the extent permitted by applicable law, User agrees to defend, indemnify and hold harmless Velox and its officers, directors, employees, agents, successors and assigns, from and against all losses, damages, liabilities, actions, judgments, interests, awards, penalties, fines, costs and expenses (including legal expenses and other costs, such as attorney's fees) reasonably incurred by Velox arising out of Your use of the Application in breach of these Terms. We reserve the right to assume the exclusive defense and control of any claim brought by a third party in connection with Your use of the Application. You agree to assist and cooperate with Velox in relation to any such claim.

Limitation of Liability

UNDER NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL VELOX OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY, INCLUDING ANY PATIENT OF USER, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, COSTS, FEES OR EXPENSES OF ANY KIND OR NATURE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS TERMS OF USE, THIS APPLICATION OR THE USE OR INABILITY TO USE



THE CONTENT, OR ANY DATA SUPPLIED THEREWITH, EVEN IF VELOX OR A VELOX REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT POSSIBLE BY LAW, VELOX'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION TO THE APPLICATION, THE CONTENT, OR YOUR USE OF THE CONTENT WILL NOT EXCEED \$250. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages, so the above limitation or exclusion may not apply to You.

Termination

The license shall continue for as long as the User continues to use the Application, except that Velox may terminate the license (i) at Velox's sole discretion without notice at any time for any reason, or (ii) if User is in breach or default of these Terms of Use. If User breaches any of these Terms of Use, User's authorization to use this Application automatically terminates and must immediately destroy any and all copies of downloaded Content in User's possession obtained from Velox. Upon breach or default of User, Velox reserves the right to terminate access to this Application and take any other action Velox deems appropriate. All terms by their nature shall survive termination of this Agreement.

Changes or Modifications

These Terms and Conditions apply to the Application, including any updates or supplements thereto. Velox may at any time, for any reason and at its sole discretion change, revise, or modify these Terms of Use or any portion of the Application, in whole or in part, with or without notice to You. You should periodically visit www.veloxdata.co to review the then-current terms and conditions. YOUR CONTINUED USE OF THIS APPLICATION FOLLOWING ANY SUCH MODIFICATION CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFICATIONS. IN THE EVENT THIS AGREEMENT TERMINATES FOR ANY REASON OR ANY ALLEGED OR ACTUAL VIOLATION OF THESE TERMS OF USE OR GOVERNING LAW OCCURS, VELOX MAY, AT ITS SOLE DISCRETION AND WITH OR WITHOUT NOTICE, BLOCK OR RESTRICT YOUR ACCESS TO THIS APPLICATION AND/OR PURSUE LEGAL ACTION AGAINST YOU.

From time to time, updates to the Application may be made available. Depending on the update, You may not be able to use the Application until You have installed the latest version.

If User modifies the Application in any manner, all warranties associated with the Application and the Services shall become null and void. This Application is licensed to User on the basis that User shall maintain the configuration of the Application as it was originally designed. Velox does not assume any responsibility or liability with respect to unauthorized modification or substitution of any components thereof.

Governing Law

To the extent permitted by applicable law, these Terms of Use are governed and construed by the State of Texas, United States of America. Any claim related to Velox, the Content, API, App, or these Terms of Use will be governed by the laws of the State of Texas, notwithstanding any conflicts of law principles, and the United States of America. Velox makes no representation the Content is appropriate for use in locations other than the United States or Canada.

**Forum**

Both parties hereto acknowledge and agree to the State of Texas, United States of America, as the appropriate forum for any dispute.

Jurisdiction

Both parties hereto consent to the personal jurisdiction in the forum State of Texas, United States of America with respect to any such dispute or claim.

Venue

To the extent permitted by applicable statutory authority, should these Terms of Use be considered a “major transaction” as defined by Texas law, both parties acknowledge and agree that Bexar County, Texas is the appropriate venue.

Assignment

User may not assign its rights or obligations granted under these Terms of Use without the prior written consent of Velox. Any attempted assignment or transfer without such prior written consent from Velox shall be null and void. Velox may assign or transfer its rights and obligations.

Waiver/Severability

Any waiver or failure to enforce these Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing and signed by an officer of Velox.

If any provision of these Terms of Use found by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision and will be deemed severable.

Complete Agreement

These Terms of Use constitute the entire agreement between the User and Velox regarding the Application and supersedes all prior or contemporaneous agreements, understandings, representations, warranties and communications, whether written or oral.

Force Majeure

Velox shall be excused from performance under these Terms of Use for any failure or delay in fulfilling or performing any term of these Terms of Use, when and to the extent such failure or delay is caused by or results from the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, storms, hurricanes, earthquakes, washouts, droughts, lightning, or explosions; (c) war, rebellion, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority or restraining of government and people (g) national or regional emergency; (h) strikes, labor stoppages, lock-outs, or slowdowns or other industrial disturbances; (i) shortage of labor, supplies or adequate power or transportation facilities; (j) orders of any



kind of the government of the United States or of the State or any civil or military authority; (k) epidemics, pandemics, or viral outbreaks; and (l) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event.

Relationship of the Parties

No agency, partnership, joint venture or employment relationship is created as a result of these Terms of Use and neither of the parties has any authority of any kind to bind the other in any respect.

Contact Information

If User experiences any technical issues with the Application or would like to contact Velox regarding these Terms and Conditions, You may contact Us by sending an email to: info@veloxdata.co. You agree we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Application, including in the event of a security system's breach. Should you wish to receive notices of any security system breaches in writing, please contact us at the email address above.