MANUAL LICENSE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON OR BY ACCESSING OR USING ANY PART OF THE MANUAL, YOU EXPRESSLY AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT

This Manual License Agreement ("Agreement") contains the terms upon which Green Hills Direct Family Care, P.C., a Pennsylvania professional corporation ("GHDFC") agrees to provide you and/or your company, as applicable, ("Licensee" or "You") with access to and use of GHDFC's proprietary Manual and materials ("Manual"), and is effective as of the date Licensee accesses the Manual, or signs any applicable order form or other contract that gives Licensee the right to access the Manual, whichever comes first ("Effective Date").

YOU ONLY HAVE THE RIGHTS TO ACCESS AND USE THE MANUAL THAT ARE EXPRESSLY GRANTED IN THIS AGREEMENT.

- 1. **Manual.** GHDFC owns all information and materials accessible through GHDFC, whether digital or hard copy.
- 2. **Proprietary Nature of the Manual.** You acknowledge that GHDFC invests considerable time and resources in creating, organizing, arranging, and developing its Manual and that the Manual is highly valuable to GHDFC and GHDFC takes great steps to protect its Manual. GHDFC provides access to its Manual only to individuals and companies who specifically agree to maintain the confidentiality of the Manual and to limit their disclosure and use of the Manual as provided for herein. GHDFC's Manual may not be used by any individual or company without first obtaining a license from GHDFC.
- 3. Purpose. The purpose of this Agreement is to protect GHDFC's Manual and the underlying intellectual property rights. Licensee expressly acknowledges and agrees that GHDFC's Manual is owned by and valuable to GHDFC and is subject to all the restrictions of this Agreement. By clicking on "Accept" and/or by accessing GHDFC Manual, Licensee expressly agrees to the specific limitations on use of the Manual and to protect GHDFC's Manual from unauthorized disclosure and use.
- 4. **License.** Subject to Licensee's strict compliance with the terms of this Agreement, GHDFC grants Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Manual.
- 5. **Marking / Attribution.** If Licensee provides any portion of the Manual to any of its officers, employees or clients, it must clearly and conspicuously mark the Manual or reports with the following notices:
 - a. the Manual is proprietary and is owned by GHDFC;
 - b. the employee/officer/client may not publish the Manual without first obtaining GHDFC's prior written permission.

Failure to provide such notices will constitute a material breach of this Agreement.

6. **Registration.** To obtain access to the Manual, Licensee must register with GHDFC and must adhere to all GHDFC's policies and terms of use relating to the Manual. Such registration contains terms and conditions which are incorporated into this Agreement by reference.

- 7. **Order Form.** GHDFC may also require Licensees to submit an order form prior to obtaining the Manual ("**Order Form**"), which upon signature are incorporated into this Agreement by reference and further defines rights and limitations of use of the Manual. Such Order Forms may: (a) limit the number of users who may access the Manual; and (b) identify specific fee and payment terms.
- 8. **Restrictions on Use.** All rights not expressly granted to Licensee by GHDFC in this Agreement are fully reserved by GHDFC, including all statutory and common law rights. Without limiting the foregoing, in addition to Licensee's other obligations set forth elsewhere in this Agreement, Licensee agrees to the following restrictions:
 - a. Licensee will protect the confidentiality of the Manual and passwords both within and outside of Licensee's organization.
 - b. Licensee will not share its passwords to the Manual with any other person or entity.
 - c. Licensee will not publicly display or disclose the Manual.
 - d. Licensee will not use the Manual in any commercialized products or tools without GHDFC's written permission. For example, Licensee may not use Manual to provide commercial products or services to others, even if the Manual is combined with other sources. Such use is directly competitive to GHDFC and is prohibited.
 - e. Licensee will not use the Manual in any way that is adverse to GHDFC's proprietary rights in the Manual or to compete with GHDFC.
 - f. Licensee will not use the Manual for any purpose other than creating and operating a direct patient care practice that is wholly owned by physicians.
 - g. Licensee will not use the Manual for any purpose other than expressly allowed in this Agreement.
 - h. Licensee will not use the Manual for any unlawful purpose or otherwise exploit, in any form or manner whatsoever, all or any portion of the Manual.
 - Licensee will not permit, assist, or encourage (directly or indirectly) any third party to do anyof the above acts.
- 9. **Users.** Where this Agreement references Licensee, it shall be construed as including Licensee and each of its employee users of the Manual (if applicable) ("**Users**") such that all obligations of Licensee shall be equally binding upon and enforceable against its Users. Licensee shall be responsible and liable for all acts and omissions of its Users regarding their use of the Manual and their compliance with this Agreement and applicable law. Licensee may not authorize any other parties, whether contractors, clients, or agents who are not direct employees of Licensee to access the Manual as a User under Licensee's account. Licensee shall be responsible for the actions of all individuals and entities that use the Manual through Licensee (directly or indirectly).
- 10. **Accessibility.** Licensee agrees that from time to time the Manual may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which GHDFC may undertake from time to time; (iii) failure of telecommunications or internet connectivity; (iv) acts of third parties; (v) causes beyond the control of GHDFC or (vi) events that are not reasonably foreseeable by GHDFC.
- 11. **Equipment & Connectivity**. Licensee shall be solely responsible for providing, maintaining and ensuring compatibility with the Manual, all hardware, software, electrical and other physical requirements for Licensee's use of the Manual including, without limitation, telecommunications and internet access connections and links, web browsers, software or anyother equipment, programs and services required to access and use the Manual.
- 12. Security. Licensee shall be solely responsible for any authorized or unauthorized access to

Licensee's account by any person whether Users or otherwise. Licensee agrees to bear all responsibility for the confidentiality of Licensee's and its Users' passwords and all uses, charges, costs, expenses, damages, claims and liabilities incurred from use of Manual with Licensee's and its Users' passwords or accounts.

- 13. **Confidentiality.** Licensee agrees to treat as confidential and will not disclose to any third party without GHDFC's written permission any GHDFC Confidential Information. For purposes of this Agreement, "**Confidential Information**" includes: (a) the terms of this Agreement, (b) the terms of the Purchase Order, (c) the contents of the Manual, and (d) all other confidential and/or proprietary information of GHDFC. Only those employees of Licensee who are designated by Licensee as authorized Users and who have a need to access the Manual to carry out Licensee's internal business purposes may access the Manual. Notwithstanding the foregoing, if Licensee becomes legally required to disclose any Confidential Information (by interrogatories, requests for information or documents, subpoena, or other legal process), Licensee may reveal such information provided that Licensee provides GHDFC with prior written notice of such required disclosure so that GHDFC may seek a protective order or other remedies or assurances. Licensee shall cooperate with GHDFC with any efforts to obtain appropriate protective measures or other remedies or assurances with respect to such Confidential Information.
- 14. **Payments.** In consideration for access to the Manual and the license granted herein, Licensee agrees to pay GHDFC a fee in the amount specified in the Order Form or other GHDFC web site or resource. The license becomes effective and the Manual will be accessible upon receipt of payment by GHDFC. If Licensee fails to timely make any payment to GHDFC which is due under this Agreement, such outstanding amount will bear interest at the rate of one and one-half percent (1.5%) per month or the highest percentage allowed by applicable law, whichever is lower. If Licensee uses the Manual for any purpose other than to create and operate a direct patient care practice that is wholly owned by one or more physicians, Licensee shall pay, as liquidated damages and not as a penalty, the additional fee of \$10,000.
- 15. Remedies. Licensee acknowledges and expressly agrees that GHDFC will suffer irreparable harm if Licensee breaches the terms of this Agreement and/or the Order Form, and that monetary damages would not be an adequate remedy for any such breach. GHDFC will be entitled to, and Licensee will not oppose the granting of, equitable relief, including injunction and specific performance to the maximum extent available under any applicable law, in the event of any such breach or threatened breach, in addition to all other remedies available to GHDFC at law or in equity. Licensee waives any requirement of a bond regarding such remedy.

16. Warranty Disclaimer.

THE MANUAL IS PROVIDED "AS IS." GHDFC DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, INTEGRATION, SECURITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTY RELATING TO THE MANUAL.

IN NO EVENT WILL GHDFC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS (THE "GHDFC PARTIES") BE LIABLE TO LICENSEE, ITS USERS (OR ANY OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES) OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN. IN NO EVENT WILL THE LIABILITY OF THE GHDFC PARTIES IN THE AGGREGATE FOR ANY ALLOWABLE DAMAGES EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY LICENSEE UNDER THIS AGREEMENT OR, IF NONE, THEN THE AMOUNT OF ONE THOUSAND DOLLARS IN THE AGGREGATE FOR ALL CLAIMS. IF LICENSEE OR ANY OF ITS USERS IS DISSATISFIED WITH THE MANUAL, LICENSEE'S AND ITS USERS' SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF MANUAL AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 19.

- 17. **Representations and Warranties**. Licensee represents and warrants that: (i) it has all necessary power and authority to execute and enter into this Agreement; (ii) this Agreement is legally binding upon Licensee and its Users, and is enforceable in accordance with its terms; (iii) this Agreement does not violate or conflict with any agreement or arrangement of Licensee or any of its Users with any third party; (iv) Licensee will strictly comply with all of the terms of this Agreement; (v) Licensee will not take any actions adverse to GHDFC's rights in its Manual and will take steps to protect the Manual; (vi) Licensee will use the Manual solely to create and operate a direct patient care practice that is wholly owned by one or more physicians; and (vii) Licensee has read and understands the terms of this Agreement, and has either sought the advice of counsel prior to entering this Agreement or knowingly waived its option to do so.
- 18. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend the GHDFC Parties from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to (i) Licensee's or any of its Users' use of the Manual; (ii) any unacceptable use of the Manual, including, without limitation, any actions taken by Licensee or its Users contrary to or otherwise in violation of this Agreement; and (iii) Licensee's breach of this Agreement. GHDFC enters into this Agreement in reliance upon the indemnity, limitations of liability and the disclaimers of warranties and damages set forth above, which form an essential basis of the bargain between the parties. The limitations and exclusions of liability and disclaimers specified in this Agreement will apply even if they have failed of their essential purpose.

19. Term and Termination.

a. Without Cause. Licensee may terminate this Agreement at any time without cause by providing written notice to GHDFC at least thirty (30) days prior to termination. Licensee shall remain liable for any unpaid fees through and following termination and shall remain obligated under all provisions that survive termination of this Agreement.

b. By GHDFC.

- i. For cause. If Licensee breaches the terms of this Agreement, exceeds the scope of the license granted herein, or in any way compromises the value of the Manual, GHDFC may, in its sole discretion and without notice: (i) remove or disable access to all or any portion of the Manual; (ii) suspend Licensee's and its Users' access to or use of all or any portion of the Manual; and (iii) terminate this Agreement. If GHDFC terminates this Agreement under this Section, Licensee shall remain liable for any unpaid fees and GHDFC will be under no obligation to refund any license fees. GHDFC will further have the ability to pursue all other remedies against Licensee.
- ii. Without Cause. GHDFC may terminate the Agreement and access to the Manual for any reason by providing Licensee with thirty (30) days' advance written notice.
- c. <u>Effect of Termination.</u> All provisions of this Agreement relating to GHDFC's rights in and to the Manual, and requiring Licensee to maintain the confidentiality of GHDFC's Manual, and other Confidential Information will survive the termination or expiration of this Agreement for five (5) years. Further, Licensee will be required to make any payments due and owing to GHDFC.
- 20. **Notice**. Any notices permitted or required hereunder will be in writing, delivered to the parties at their addresses set forth in the Manual registration form (or as otherwise notified in writing) by personal delivery, registered mail, express courier service or e-mail. Either party may update its contact information for purposes of this Section by providing written notice to the other party of such changes.
- 21. Relationship. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. Licensee is engaged in an independent business and will perform its obligations under this Agreement as a licensee and not as the agent or employee of GHDFC. Licensee does not have the authority to act for

GHDFC or to bind GHDFC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of GHDFC. Licensee shall be responsible for all the acts and omissions of all its employees, subcontractors, and representatives and all such acts and omissions will be deemed to be the acts and omissions of Licensee. Licensee will make no representations – expressly or through conduct – that it is affiliated with, sponsored by or endorsed by GHDFC.

- 22. **Publicity**. The parties may not use each other's names, trademarks, copyrighted materials, or other intellectual property or proprietary information in any promotional efforts or publicity of any kind without the written permission of the respective party.
- 23. Modification. GHDFC shall have the right, at any time, to add to or modify the terms of this Agreement. Licensee's continued access to or use of the Manual after the date of delivery of the notice of such amended terms to Licensee is deemed to constitute acceptance of the amendment. If Licensee disagrees with any new or modified terms of this Agreement, Licensee may elect to terminate this Agreement and its access to the Manual as its sole and exclusive remedy.
- 24. **Waiver**. Any failure of one party to comply with any obligation hereunder may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation will not operate as a waiver of, or estoppel with respect to, any subsequent failure.
- 25. **Interpretation and Enforcement**. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof. All disputes arising from or relating to this Agreement or the use of Manual will be within the exclusive jurisdiction of the state and/or federal courts located within the Commonwealth of Pennsylvania and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.
- 26. **Severable**. If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
- 27. Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement creates or shall be deemed to create any rights in any person, firm, corporation or other entity other than GHDFC and Licensee. Licensee may not assign or transfer (including, without limitation, regarding a sale of assets, merger, change of control, reorganization or by operation of law) any of its rights or delegate any of its duties under this Agreement without the prior written consent of GHDFC (and any assignment in violation of this clause is void *ab initio*). Further, GHDFC may immediately terminate this Agreement upon any change of control of Licensee without the prior written consent of GHDFC. GHDFC may freely assign this Agreement or any of its rights or delegate any of its duties under this Agreement.
- 28. **Electronic Contracting and Communications**. Licensee agrees that GHDFC may communicate with Licensee and Users by means of electronic communications, including sending electronic mail to the email address provided during registration. Electronic communications shall be deemed received when sent to the email address provided at the time of registration. Licensee agrees that all licenses, notices, and other communications that GHDFC provides electronically constitute written communications and Licensee and its Users specifically consent to contract with GHDFC electronically.
- 29. **Entire Agreement**. This Agreement, and any Order Forms or other registration forms contains, and is intended as, a complete statement of the arrangements between the parties with respect to its subject matter and supersedes all prior agreements between the parties with respect to those matters.

BY CLICKING "ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE THE GHDFC MANUAL.