

ANSWERS AHEAD, LLC
END USER LICENSE AGREEMENT

This End User License Agreement ("License") is an agreement between you ("you" or "your") and ANSWERS AHEAD, LLC, a Florida limited liability company, its subsidiaries or affiliates ("AA", "we" or "us") as a participant under a Registry Site Agreement with United States Cutaneous Lymphoma Consortium ("USCLC"). This License governs your use of the software and any and all related documentation, and updates and upgrades that replace or supplement the software in any respect and which are not distributed with a separate license (collectively, the "Software"). This Software is licensed to you, not sold, and may be used solely in connection with your participation in the USCLC clinical data registry.

BY INSTALLING, SIGNING UP, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO THE TERMS OF: (1) THIS LICENSE; and (2) AA's PRIVACY POLICY (available at <http://answersahead.com/privacy-policy>); AND AGREE TO BE BOUND BY THEM. If you do not agree to the terms of this License or AA's Privacy Policy then do not proceed to use the Software.

1. Definitions

For the purposes of this License, the terms set forth in this Section 1 have the meanings assigned to them below. Terms not defined below or in the body of this License (whether or not capitalized) have the definitions given to them in HIPAA.

"Data" shall have the meaning ascribed to that term in the applicable Registry Site Agreement. Data shall include, but not be limited to, De-Identified Health Information.

"De-Identified Health Information" means Protected Health Information that has been de-identified in accordance with the provisions of the Privacy Rule.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009, and regulations promulgated thereunder.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.

“Protected Health Information” has the meaning given it in the Privacy Rule.

“Provider” has the same meaning as “health care provider” given in 45 CFR §160.103.

“Registry Site Agreement” means the Registry Site Agreement entered into between USCLC and the institution you, as a Provider, are associated with, for the purpose of participating in USCLC’s clinical data registry.

“Services” means our cloud based patient registry platform of services provided through the use of the Software, including our electronic medical record services, if any, and other operations workflow solutions, and other services provided by us to you.

“Security Rule” means the security standards for the protection of electronic protected health information at 45 CFR Part 160 and 164, subparts A and C as amended.

“User” (capitalized) means a natural person who has been authorized pursuant to this License to access the Services on a Provider’s behalf; a “user” (un-capitalized) shall mean any user of the Services.

“Workforce” means a Provider’s employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Provider, is under the direct control of such Provider, whether or not they are paid by the Provider.

2. **GRANT OF LICENSE.** We grant to you a personal, non-exclusive, non-transferable (except as expressly permitted below), limited right to access and use the Services, and a personal non-exclusive and non-transferable, limited license to install and use the Software furnished by us for access to or use of the Services during the Term, subject to your full compliance with the terms and conditions set forth in this License. You will not: (a) make the Services, in whole or in part, available to any unauthorized person, entity or business; (b) copy, reverse engineer, decompile or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the Software used by the Services; or (c) modify, combine, integrate, render interoperable, or otherwise access for purposes of automating data conversion or transfer, the Services or Software with any other software or services not provided or approved by us. You will obtain no rights to the Software and Services, except for the limited rights to use the Services expressly granted by this License.

3. ACCESS TO THE SERVICES

1. Access Rights of Providers

We offer the Services to Providers for any purpose expressly permitted by the Registry Site

Agreement, or, except as expressly limited by the Registry Site Agreement or by applicable law.

2. You will not use the Services for any purposes other than those described above. In particular, you will not:
 - a. reproduce, publish, or distribute content in connection with the Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; nor
 - b. use the Services to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material.
 - c. use the Services to input any Protected Health Information in a manner which is not specifically provided for in the authorized fields designated within the Services.
3. In addition, to further safeguard the confidentiality, integrity and availability of the information and other elements housed in the Services, as well as the stability of the Services, you agree you will not, nor attempt to, or authorize anyone to, or attempt to:
 - a. Abuse or misuse the Services, including gaining or attempting to gain unauthorized access to the Services, or altering or destroying information housed in the Services, except in accordance with accepted practices;
 - b. Use the Services in a manner that interferes with other users' use of the Services;
 - c. Use the Services in any manner that violates our Privacy Policy or the Registry Site Agreement;
 - d. Circumvent any technical measures we have put in place to safeguard the Services or the confidentiality, integrity or accessibility of any information housed thereon, or any technical measures we have put in place to restrict access to the Services solely to the class of persons expressly so authorized; and
 - e. Access any portion of the Services other than with a commercial browser (such as Internet Explorer, Mozilla Firefox or Chrome) or mobile applications developed and operated by us.
4. Compliance with Law. You are solely responsible for ensuring that your use of the Services complies with applicable law, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information.
5. Cooperation. You will cooperate with us in the administration of the Services, including providing reasonable assistance in evaluating the Services and collecting and reporting data requested by us for purposes of administering the Services related to the Registry

Site Agreement.

4. PURPOSE OF SERVICES; SAFEGUARDING OF DATA

The purpose of the Services is to store Data for use in USCLC's clinical data registry. AA is collecting the Data pursuant to USCLC's Registry Site Agreement. AA will use and disclose your Data, including Protected Health Information, only to the extent permitted by your Registry Site Agreement, HIPAA, and any other applicable laws. You acknowledge and agree that the Registry Site Agreement does not contemplate the inputting of Protected Health Information in any area other than the field specifically identified in the Demographic Data form sheet provided in the Services. Neither AA nor USCLC is acting as a business associate of the User under the Registry Site Agreement or this EULA since User is submitting Data to USCLC's clinical data registry pursuant to HIPAA-compliant patient authorizations. AA nevertheless agrees that it will exercise commercially reasonable efforts to comply with the HIPAA Security Rule with regard to any Protected Health Information received from you even if not required by HIPAA.

5. INTELLECTUAL PROPERTY RIGHTS; ACCESS TO DATA.

1. Data. You retain all right, title, and interest in the Data you submit to the USCLC clinical data registry as more fully specified in the Registry Site Agreement, and we will only use such information as expressly permitted in this License and the Registry Site Agreement.
2. More specifically, you hereby provide to USCLC and us with a non-exclusive royalty-free worldwide license in and to all Data that we receive from you and/or make from Data in furtherance of USCLC's clinical data registry.

6. DISCLAIMER, EXCLUSIONS OF WARRANTIES, AND LIMITATION OF LIABILITY.

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2. Conditions of Breach. We will not be deemed to be in violation of this License unless you have first given us written notice specifying the nature of the default, and we have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.
3. Other Users. YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO AND ARE USING OUR SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND OUR CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SERVICES RESULTING FROM ANY OTHER USER'S ACTIONS OR FAILURES TO ACT.
4. Unauthorized Access. WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA FILES THROUGH YOUR DEVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS.

7. TERM; MODIFICATION; SUSPENSION; TERMINATION.

1. Term. The initial term of this License shall commence on the date you are first authorized to access the Services and continue and coincide with the term identified in the Registry Site Agreement, until terminated as provided herein.
2. Termination Upon Notice from USCLC. Notwithstanding the foregoing, we or you may terminate this License at any time upon notice from USCLC pursuant to a written agreement between AA and USCLC.

3. Modification. We may update or change the Services or the terms set forth in this License from time to time. If we make a change to the License, we shall notify you of such change and prompt you to the updated or changed License for review and acceptance.

4. Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this License, we have the right, on notice to you, immediately to terminate, suspend, or amend this License, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or

any accreditation standard; or (c) if performance of any term of this License by would cause it to be in violation of law.

5. Suspension of Access. We may suspend access to the Services by you immediately pending your cure of any breach of this License, or in the event we determine in our sole discretion that access to or use of the Services by you may jeopardize the Services or the confidentiality, privacy, security, integrity or availability of information within the Services, or that you have violated or may violate this License or a Registry Agreement, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Services with any Credentials assigned to you. Our election to suspend the Services shall not waive or affect our rights to terminate this License as permitted under this License.

6. Obligations After Termination. Upon termination of this License, you will (i) cease all use of the Services, (ii) pay the outstanding balance of any fees due to us, and (iii) remove all Software provided from your computer systems.

8. **APPLICABLE LAW.** The parties agree to remain silent as to choice of law.

9. **SUPERVENING CIRCUMSTANCES.** No party to this License shall be deemed in violation of this License if it is prevented from performing any of the obligations under this License by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

10. **SEVERABILITY.** Any provision of this License that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this License, and such other provisions shall remain in full force and effect.

11. **NOTICE.** Any and all notices required or permitted under this License shall be sent by United States mail, fax transmission, or electronic mail transmission to the addresses provided below or to such other and different addresses as the parties may designate in writing. If you supply us with an electronic mail address, we may give notice by email message addressed to such address; provided that if we receive notice that the email message was not delivered, we will give the notice by United States mail or fax.

To AA:

To you:

Answers Ahead, LLC
10101 West Sample Road, Suite 201
Coral Springs, Florida 33065
Main: 201-771-5333
Email Address: info@answersahead.com

At the current contact information on file
with us at the time notice is given.

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_____, on behalf of _____
and their practice locations in _____

By: _____
Title: _____
Date: _____