

POP-DOC® PRIVATE LABEL ACCESS AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER NAMED ON ANNEX 1 HERETO AND HEP, LLC DOING BUSINESS AS POP-DOC® (THE “COMPANY”).

WHEREAS, the Company has developed and is the sole owner of a unique and proprietary secure internet website located at www.pop-doc.com (the “**Pop-Doc® Website**”) which provides, among other things, content, factual and other information (the “**Content**”) about bodily activities and movements requiring physical effort for the purposes of attaining, maintaining and/or preserving physical fitness, health and wellness, in textual, image, graphical, or any other format (the “**Exercise Information**”); and

WHEREAS, the Customer desires Company to provide it with a limited and non-exclusive right to access and use certain sections of the Pop-Doc® Website that are specified on Annex 1 hereto (the “**Included Sections**”) exclusively for Customer’s clients and/or patients; to enable Customer to customize the “look and feel” of the Pop-Doc® Website; and to brand and private label the Included Sections of the Pop-Doc® Website and the Included Content on Customer’s own internet website (the “**Customer Website**”) upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Order.** Company and Customer are entering into an order (the “**Order**”) that describes the particulars of Customer’s use of and access to the Included Sections of the Pop-Doc® Website and the Included Content hereunder. The Order is set forth on Annex 1 attached hereto and made a part hereof. Company and Customer may change the specifications to the Order from time to time by mutually signing a Change Order or a new Order in writing, electronically or in any other form or by any other means. The Order and any Change Order and/or new Order are legally binding contracts between Company and Customer, the terms of which are incorporated herein. Every such Order, Change Order and/or New Order shall be subject to the terms and conditions of this Agreement, which shall govern and apply to each such Order, Change Order and/or New Order.
2. **Term; Termination.**
 - 2.1. **Term.** This Agreement shall become effective on the date stated for such purpose in the Order, Change Order and/or New Order (the “**Effective Date**”), and unless sooner terminated in accordance herewith, shall continue in effect as and for the duration stated therein.

2.2. Termination.

2.2.1. Termination by Company for Convenience. Company shall have the right to terminate this Agreement for any reason whatsoever at any time by giving written notice to Customer at least fifteen (15) days in advance of the effective date of such termination. Upon termination for Convenience: (a) Company shall have the right to terminate, disable or restrict access to and/or use of the Pop-Doc[®] Website and the Customer Website by Customer and the clients and patients of Customer; and (b) Customer shall pay all moneys due and to become due to Company pursuant to this Agreement through the effective date of termination, without offset or deduction whatsoever.

2.2.2. Termination by Company for Cause. Company may terminate this Agreement at any time and without giving prior notice if Customer breaches or is in default of any of the terms and provisions hereof, or any other agreement between Customer and Company, or is in violation of any applicable Laws. Upon termination for Cause: (a) Company shall have the right to terminate, disable or restrict access to and/or use of the Pop-Doc[®] Website and the Customer Website by Customer and the clients and patients of Customer; and (b) Customer shall pay all moneys due and to become due to Company pursuant to this Agreement through the expiration date stated in the Order, Change Order and/or new Order, without offset or deduction whatsoever.

3. Use of the Pop-Doc[®] Website.

3.1. Fee. In consideration of the right to access and use the Included Sections of the Pop-Doc[®] Website and the Included Content, Customer shall pay a fee (“**Website Use Fee**”) to Company in the amounts and on the terms that are set forth in writing on the Order (as same may be changed by a Change Order or a new Order).

3.2. Restrictions. Customer agrees not to access or use the Pop-Doc[®] Website or the Customer Website in any way that is unacceptable (as determined by Company in its sole discretion) or violates applicable Laws. Specifically and without limitation, Customer agrees not to directly or indirectly do any of the following things at any time:

3.2.1. Post or transmit material that may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, unlawful, intended to be used for any unlawful purpose, false or misleading, actually or potentially infringing on copyrights, trademarks, patents, trade secrets or other rights of any Person including Company;

- 3.2.2. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Pop-Doc[®] Website or its source code;
- 3.2.3. Remove any notices relating to copyright, trademark, and all other proprietary rights contained on the Pop-Doc[®] Website, or embedded in or attached to any Content;
- 3.2.4. Create a false identity or otherwise attempt to mislead any Person as to the identity or origin of any communication;
- 3.2.5. Post or transmit “spam,” unsolicited email or text messages, or any other unsolicited commercial communication;
- 3.2.6. Express or imply that any statements made by Customer are endorsed by Company;
- 3.2.7. “Hack” or deface any portion of the Pop-Doc[®] Website or cause a Denial of Service attack upon the Pop-Doc[®] Website;
- 3.2.8. Interfere with, disrupt, or attempt to gain unauthorized access to other user accounts of the Pop-Doc[®] Website or any other computer network;
- 3.2.9. Post or transmit viruses, malware, ransomware, trojan horses, worms, defects, date bombs, time bombs, or other items of a destructive nature or any other malicious computer codes, scripts, applications, or programs;
- 3.2.10. Restrict or inhibit any other user from using or accessing the Pop-Doc[®] Website;
- 3.2.11. Reproduce, distribute, modify, sell, license, or re-post any Content;
- 3.2.12. Frame or mirror any portion of the Pop-Doc[®] Website on any other website or computer network.
- 3.2.13. Engage in data extraction or data-mining;
- 3.2.14. Transfer or store any Content residing or exchanged over the Pop-Doc[®] Website in any electronic network, including without limitation a peer-to-peer network, for use by more than one user;
- 3.2.15. Collect or use any information about other users of the Pop-Doc[®] Website, whether the information is personally identifiable or de-identified and aggregated with information concerning other users of the Pop-Doc[®] Website; and/or

3.2.16. Engage in any other activity deemed by Company (in its sole discretion) to be in conflict with the spirit or intent of this Agreement or applicable Laws.

3.3. Hardware; Operating Systems. Customer is solely responsible for acquiring, installing, and operating any computing equipment, operating systems, web browsers and/or any other software applications necessary for Customer to access and use the Pop-Doc[®] Website.

3.4. Scope of Use. Customer shall access and use the Included Sections of the Pop-Doc[®] Website and the Included Content exclusively for its internal business (the “**Permitted Purpose**”). Customer shall not use or access any of the Included Sections of the Pop-Doc[®] Website and/or any of the Included Content for any other purpose or for the benefit of any other Person. Customer shall not have the right to access or use any portion of the Pop-Doc[®] Website that is not an Included Section as set forth in Annex 1. The Pop-Doc[®] Website shall be used and accessed only by employees, customers and patients of Customer.

3.5. Limited Warranty.

3.5.1. Company does not warrant that: (i) the use of the Pop-Doc[®] Website shall be uninterrupted; (ii) the use of the Pop-Doc[®] Website shall meet Customer’s needs; or (iii) the Pop-Doc[®] Website shall operate on any computer operating system other than the most current version of Microsoft[®] Windows[®] or Apple[®] OS (as of the Effective Date) or the two prior versions of such operating systems, or any web browser other than the most current version of Microsoft[®] Internet Explorer[®], Firefox[®], Apple[®] Safari[®], or Google[®] Chrome[®] (as of the Effective Date) or the two prior versions of each of such web browsers.

3.5.2. Company is not responsible for Customer’s misuse or negligent use of the Pop-Doc[®] Website (as determined by Company in its sole discretion).

3.5.3. Company shall use reasonable efforts to keep the Pop-Doc[®] Website operational on the Internet. In case of downtime, Company’s sole responsibility shall be to restore the operations of the Pop-Doc[®] Website and Company shall have no other obligation or liability whatsoever with respect thereto.

3.5.4. Company shall have no obligations whatsoever under this Section 3.5 or otherwise during any period in which Customer is in breach of any of Customer’s obligations pursuant to this Agreement.

3.5.5. Company makes no representation or warranty to Customer, to users of the Customer Website, or to any other Person about the accuracy, completeness, or reliability of the Included Content or about whether the Included Content is correct at the time Customer initially selects the Included Content for use in the Customer Website or at any later date.

3.5.6. EXCEPT TO THE EXTENT SET FORTH IN THIS SECTION 3.5, COMPANY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM ANY ACCESS TO AND/OR USE OF THE INCLUDED SECTIONS OF THE POP-DOC[®] WEBSITE AND/OR THE INCLUDED CONTENT.

4. **Content.**

4.1. **Content.** The provisions of this Section 4.1 shall apply as long as Customer is not in default under this Agreement, or any other agreement with Company, or in violation of applicable Laws.

4.1.1. **Limitations on Use of Content.** Customer shall have the limited right to use the Content that is contained in the Included Sections of the Pop-Doc[®] Website exclusively (the “**Included Content**”) for the Permitted Purpose and for no other purpose whatsoever. Customer shall not use or display any of the Included Content for any purpose whatsoever (including without limitation for advertising, brochures, mailing, emails, solicitations, or information) other than on the Customer Website and exclusively for the Permitted Purpose. Customer shall not use any of the Content included on the Pop-Doc[®] Website except for the Included Content. The Customer shall not directly or indirectly make (or cause to be made) any derivative work out of, or based upon, any of the Content.

4.1.2. **Customer Responsibility.** It is the sole responsibility of Customer, using its professional expertise and best practices, to select and use the Included Content that is appropriate for the Customer Website and all users of the Customer Website. The Company shall have no liability to Customer, to users of the Customer Website, or any other Person from the Customer’s selection and/or use of the Included Content and Customer hereby expressly exculpates Company for same.

4.1.3. DISCLAIMER. COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY TO CUSTOMER, TO USERS OF THE CUSTOMER WEBSITE, AND TO ANY OTHER PERSON TO UPDATE, CHANGE, OR CORRECT THE INCLUDED CONTENT BASED ON DEVELOPMENTS IN EXERCISE, PHYSICAL THERAPY OR RELATED FIELDS OF STUDY OR PRACTICE, OR FOR ANY OTHER REASON.

4.2. Limited Trademark License. Subject to the terms and conditions of this Agreement, and solely with respect to the use of the Customer Website, Company hereby grants to Customer the non-exclusive, revocable and limited right and license to use the Company's [registered] trademark "Powered By Pop-Doc"TM (the "**Mark**"). Customer acknowledges that it is not, and it will not become by virtue of this Agreement or otherwise, the owner of any right, title, or interest in and to the Mark in any form or embodiment. Customer agrees that it shall never challenge Company's ownership of or the validity of the Mark anywhere in the world, or any application for trademark registration thereof or any rights therein or thereto. Customer agrees that it shall only use the Mark on the Customer Website in the manner approved in advance in writing by Company and shall not use the Mark in any other manner whatsoever. Customer's right and license to use the Mark shall immediately and automatically be revoked upon termination or expiration of this Agreement for any reason. Except to the limited extent expressly stated in this Section 4.2, no right or license whatsoever is granted to Customer with respect to Company's registered trademark Pop-Doc[®].

5. Security Safeguards. Company shall furnish Customer with Access Codes. Customer agrees to use the Access Codes to use and access the Company's Website. Customer shall not furnish, or make accessible, any of the Access Codes to any Person other than the employees of Customer. Customer shall take all steps necessary to protect and keep the Access Codes safe and secure, and shall be solely responsible for their safety and security. In case of loss or breach of the security of the Access Codes, Customer shall promptly inform Company and, at Customer's sole expense, shall cooperate and take all steps necessary, desirable, or that are directed by Company in order to mitigate the breach and consequences arising therefrom.

6. Confidential Information.

6.1. Proprietary Rights. Company retains title in, and is the sole and exclusive owner of, the Confidential Information. Notwithstanding anything in this Agreement to the contrary, Company has, and at all times shall have, the right to use all of the Confidential Information for any purpose whatsoever including without limitation for any use that may compete directly or indirectly with the business of Customer. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Confidential

Information. Any right not expressly granted to Customer by this Agreement is hereby expressly reserved by Company.

6.2. Duties of Confidentiality. Customer shall secure and protect the Confidential Information in a manner consistent with the maintenance of Company's rights therein. Customer shall cooperate with and assist Company in identifying and preventing any unauthorized use, copying, or disclosure of the Confidential Information, the Pop-Doc[®] Website, and the Content. Without limitation of the foregoing, Customer shall advise Company immediately in the event Customer learns or has reason to believe that any Person has violated or intends to violate the confidentiality of the Confidential Information or the proprietary rights of Company, and Customer shall, at Customer's sole expense, cooperate with Company in seeking injunctive or other equitable relief in the name of, at Company's sole discretion, either Customer or Company, against any such Person. Customer agrees to maintain the confidentiality of the Confidential Information using not less than the same degree of care that Customer uses to maintain the confidentiality of Customer's own most confidential information. Customer acknowledges that the Confidential Information constitutes and embodies trade secrets which are the unique, sole, and exclusive property of Company. Customer shall not disclose, sell, transfer, pledge, sublicense, publish, display or otherwise make accessible or available the Confidential Information in any manner, in whole or in part to any Person. Customer acknowledges that the disclosure of any aspect of the Confidential Information, or any other confidential or proprietary information referred to in this Agreement, or any information which at law or equity ought to remain confidential, shall immediately give rise to continuing and irreparable injury to Company that is inadequately compensable in damages at law. Company shall be entitled to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings (without the posting of any bond), in addition to any other legal remedies that may be available. Customer hereby consents to the obtaining of such injunctive relief.

7. Limitation of Liability. Company's maximum liability to Customer and to the present, former, and future shareholders, officers, directors, members, managers, partners, agents, and Affiliates of Customer, and to any of the Affiliates of the foregoing Persons, for all causes and claims whatsoever, whether arising under this Agreement, or otherwise, shall be limited to the lesser of (a) Customer's actual damages, or (b) an amount equal to ten (10%) percent of the sum of all Fees that have been paid by Customer to Company under this Agreement during the one-year period immediately preceding the action or omission giving rise to the alleged liability.

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY, INCLUDING WITHOUT LIMITATION, THE PRESENT, FORMER, AND FUTURE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, AGENTS, AND AFFILIATES OF CUSTOMER, AND THE AFFILIATES OF ANY OF THE FOREGOING PERSONS,

FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PUNITIVE SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THE FEES STATED IN THE ORDER AND/OR ANY CHANGE ORDER AND/OR NEW ORDER WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE.

BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT ALLOCATE THE RISKS OF PRODUCT AND SERVICE NON-CONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND/OR OTHER APPLICABLE LAWS.

THIS AGREEMENT AND ITS PROVISIONS (INCLUDING THE AMOUNT OF THE WEBSITE USE FEE) REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY OTHER PARTY INCLUDING WITHOUT LIMITATION THE PRESENT, FORMER, AND FUTURE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, AGENTS, AND AFFILIATES OF CUSTOMER, AND THE AFFILIATES OF ANY OF THE FOREGOING PERSONS, WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE IF, AT THE TIME OF THE ACT OR OMISSION GIVING RISE TO SUCH ALLEGED LIABILITY, CUSTOMER WAS IN DEFAULT, OR HAD FAILED TO PERFORM FULLY, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ANY OTHER AGREEMENT WITH COMPANY, OR WAS IN VIOLATION OF ANY APPLICABLE LAWS.

8. **Indemnification.** To the maximum extent permitted by applicable Laws, Customer and its present, former, and future shareholders, directors, officers, members, managers, employees, agents, and Affiliates (and the present, former, and future shareholders, directors, officers, members, managers, partners, employees, agents, and Affiliates of any of the foregoing Persons) (collectively, the “**Indemnitors**”) shall, at their own expense, jointly and severally indemnify and promptly reimburse

Company for the defense of, and hold harmless Company and Company's members, managers, officers, employees, agents, attorneys, and Affiliates (and the present, former and future shareholders, directors, members, managers, officers, employees, agents, attorneys, and Affiliates of any of the foregoing Persons) from and against any and all claims, actions, liabilities, losses, damages (including without limitation consequential and punitive damages and loss of profits and anticipated profits), judgments, amounts paid in settlement, liens, charges, fines, costs and expenses (including the reasonable fees and expenses of attorneys, accountants, experts, and other professionals) resulting from, arising out of, or pertaining to (i) the use or operation of, or access to, the Confidential Information, the Pop-Doc[®] Website and/or the Content by any of the Indemnitors or by any user of the Customer Website; (ii) a claim by any Person that the Customer Website, the Included Content, and/or any other information contained therein violates or infringes on the rights of such Person; (iii) any actions or omissions of any Indemnitor in violation of the terms of this Agreement; (iv) the breach of any covenant, warranty or other provision of this Agreement by Customer; (v) the falsity or inaccuracy, at any time during the Term, of any representation made by Customer in this Agreement; (vi) any claims, proceedings, or lawsuits brought by or on behalf of the United States, any state, local, provincial, or other government or quasi-governmental agency, bureau, tribunal, or jurisdictional body; (vii) any breach by Customer of any other agreement between it and Company; (viii) any violation or claimed violation of applicable Laws by any of the Indemnitors; (ix) claims by the employees, patients and/or clients of Customer; (x) claims by any Person who uses or accesses the Customer Website and/or the Included Content; (xi) bodily injury; (xii) property damage; and (xiii) death.

9. **Customer Acknowledgements.** Customer acknowledges that it is aware of, and hereby assumes, the following risks: (a) data or information on the Pop-Doc[®] Website or the Customer Website may be subject to eavesdropping, sniffing, spoofing, forgery, spamming, "impostering", tampering, breaking passwords, harassment, fraud, electronic trespassing, hacking, nuking, and contamination (including viruses, malware, ransomware, worms, and Trojan horses) causing unauthorized, damaging, or harmful access and/or retrieval of such information and data on or via the Pop-Doc[®] Website or the Customer Website; and (b) data or information on the Pop-Doc[®] Website or the Customer Website may be subject to other security or privacy hazards.

10. **No Unlawful Activities.** Company does not routinely monitor Customer's use of, or access to, the Pop-Doc[®] Website or the Customer Website or any violation by Customer of this Agreement or applicable Laws and Company undertakes no responsibility to do so. If Company becomes aware that Customer's use of or access to the Pop-Doc[®] Website and/or the Customer Website may violate this Agreement or applicable Laws, or may be inappropriate (as Company determines in its sole discretion), Company may take any responsive actions it deems appropriate, without giving notice to Customer. Such actions may include, but shall not be limited to, the immediate suspension or termination of access to and use of the Company's Website. Company shall not have any liability to Customer or to any other Person for

having taken any such responsive actions. The foregoing actions are not Company's exclusive remedies for Customer's breach of this Agreement or applicable Laws, and Company may take any other legal or technological action that it (in its sole discretion) deems to be appropriate. Company reserves the right to investigate suspected violations of this Agreement, including the gathering of information from the user or users involved and the complaining party, if any. During an investigation, Company may suspend access to the Pop-Doc[®] Website or the Customer Website and/or remove material which may (in Company's sole determination) violate this Agreement or applicable Laws, without giving prior notice to Customer. Customer hereby authorizes Company to cooperate with law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include Company providing the username, IP address, and/or any and all other identifying information about Customer and any of its employees, and any user of the Pop-Doc[®] Website or the Customer Website.

11. General Provisions. This Agreement and the Order (and any new Order or change Order) evidences the complete understanding and agreement of the parties, and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral, written, or via any other medium between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed or agreed to (in writing, electronically, or via any other medium) by both parties. These Agreement and performance hereunder shall be governed exclusively by the substantive and procedural laws of the State of New York and the copyright laws of the United States of America, without giving effect to principles of conflicts of laws. Company and Customer agree that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof or thereof shall be a federal or state court in the State of New York located in or having jurisdiction over New York County. Customer may not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed null, void and of no legal force or effect. Company may assign any of its rights, duties and obligations under this Agreement to any other party. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties and upon their permitted successors and assigns. Any notice provided pursuant to this Agreement, shall be sent by email to the other party at the email addresses set forth in the Order. All provisions of this Agreement relating to Company's proprietary rights, disclaimers, limits of liability, confidentiality, Customer's actions upon termination, payment of fees and taxes, and indemnification by Customer shall survive expiration or the termination of this Agreement for any reason. Company may use the name of and identity of Customer as a client, in advertising, publicity, or similar materials distributed to prospective clients of Company. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. Nothing in this Agreement shall be deemed or construed to create an agency, partnership, or joint venture between Company and Customer. Neither party

shall have any responsibility to the other if it is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of, or if interruption of access to or use of the Website is caused by a Force Majeure Event. Unless otherwise specified in this Agreement, the rights and remedies of Company set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to Company at law or in equity. In case of Customer's breach of any provision of this Agreement, Company shall be entitled to recover all of its expenses and costs of collection (including reasonable attorneys' fees and expenses) from Customer. All fees and other charges do not include taxes. If Company is required to pay any federal, state or local sales, use, property or value added taxes, the taxes shall be separately billed to Customer and Customer shall be solely responsible for payment of such taxes. Company shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by Customer.

Definitions. Certain capitalized terms that are used in this Agreement shall have the definitions ascribed to them herein:

"Access Codes" means all codes, passwords, and other security steps that secure Customer's access to and use of the Pop-Doc[®] Website.

"Affiliate" means with respect to a Person, another Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question.

"Confidential Information" means: (a) the source code to, and object code of, the Pop-Doc[®] Website; (b) all of Company's content, processes, methods, know-how, ideas and concepts embodied therein; (c) all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and/or appurtenant thereto whether or not registered; and (d) all copies, derivatives, and compilations of each of the foregoing; and (e) all other information, documents and files that the Company deems to be confidential and/or property in any format whatsoever.

"Content" is defined in Recital A.

"Effective Date" is defined in Section 2.1.

"Force Majeure Event" means an Act of God; natural disaster; fire; casualty; flood; earthquake; war; act of terrorism; strike; lockout; epidemic; destruction of facilities; civil unrest; riot; insurrection; actions or decrees of governmental bodies; communications interruptions or failures (including, without limitation, interruptions, failures, downtimes, slowdowns, or delays of the connectivity located at, or connected to, Company's or Customer's offices), and energy line or Internet service interruptions or failures (including, without limitation, interruptions, failures, downtimes, slowdowns, delays, "brownouts", and "blackouts" of the energy line or Internet service located at, or connected to, Company's or Customer's offices) and/or web hosting facilities.

"Laws" means all laws, rules, regulations, ordinances, orders, judicial decrees, and statutes by all federal, state, local, provincial, or other government or

quasi-government agency, bureau, tribunal or jurisdictional body.

“**Permitted Purpose**” is defined in Section 3.4.

“**Person**” means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, custodian, nominee or any other individual or entity (in its own or any representative capacity).

**BY CUSTOMER’S DIGITAL SIGNATURE HERETO, CUSTOMER IS
AGREEING TO BE BOUND BY THIS AGREEMENT AND IS
KNOWINGLY AND VOLUNTARILY BECOMING A PARTY HERETO.**

Annex 1

The Order

Date of Order: [_____]

Name of Customer: [_____]

Fee and Terms of Payment: [_____]

Permitted Uses: The following are the Included Sections of the Pop-Doc® Website:

[_____

_____]