

STANDARD LICENSE AGREEMENT

THIS **STANDARD LICENSE AGREEMENT** (along with the exhibits hereto, which are hereby incorporated herein, this "**Agreement**") is made and entered into the date of purchase listed on the Eyemaginations Sales Order Form (the "**Effective Date**"), by and between the purchasing party listed on the Eyemaginations Sales Order Form (the "**Client**") and Eyemaginations[®], Inc., a Maryland corporation, having its principal offices located at 600 Washington Ave., Suite 100, Towson, Maryland 21204 ("**Eyemaginations**") (each, a "**Party**" and collectively, the "**Parties**").

In consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Software and Standard License.

1.1 Software. Client hereby agrees to License the "**Software**" from Eyemaginations and Eyemaginations agrees to License the Software to Client in accordance with the terms and conditions contained in this Agreement. The Client has chosen one or more software products as identified on an Eyemaginations Sales Order Form, which collectively will be referred to as the "**Software**". Client has purchased the version of the foregoing Software products that are the current release at the time of sale.

1.2 Grant of License to Software. Subject to the terms and conditions set forth in this Agreement, Eyemaginations hereby grants to the Client an annual, non-exclusive, non-sublicensable, revocable, and non-transferable License (the "**License**") to use the Software as delivered in a compiled executable form at the number of location(s)/number of pc's indicated on the Sales Order Form. The Client agrees that it shall only be permitted to use the Software in the course of the Client's own internal education purposes in connection with its medical business (the "**Purpose**"). The Client agrees that any use outside of the Purpose would require additional consideration. Eyemaginations reserves all rights not expressly granted to the Client.

1.3 Limitation of License. The Software provided by Eyemaginations may not be used in any manner directly or indirectly related to any business purpose or use outside of the Purpose. The Client shall not have any right or License to prepare derivative works from the Software or make modifications to the Software.

1.4 Permitted Use; Prohibited Actions. The Client may only use the Software for the Purpose, which only permits the Client to use the Software and perform other functions in the course of the Client's normal and internal patient education operations. The Client acknowledges and agrees that Eyemaginations is licensing the Software to the Client under the express condition that no other vendor, consultant, or any other entity that develops or Licenses products that compete with Eyemaginations' products be permitted to access, use, interact with, test, repair, interface, reverse engineer, or decompile the Software.

2. Standard License Terms.

2.1 Reverse Engineering. The Client agrees that it will not cause or permit the reverse engineering, disassembly, or de-compilation of the Software, and that it will not sell, lease, License, disclose, hypothecate, give a security interest in, transfer, or rent the Software to third parties or take any action that will adversely impact Eyemaginations', or its licensors', rights, title and interest in the Software. The Client shall ensure that its employees, independent contractors and outside vendors comply with the terms of this Agreement.

2.2 Revocation. If, at any time while the License is in effect, the Client is in breach of the License or this Agreement, then Eyemaginations, in addition to Eyemaginations' rights at law or in equity, may, in Eyemaginations' sole discretion, immediately revoke the License and discontinue the provision to Client of the Software maintenance services, including error corrections, help-desk services, upgrades, updates, and major or minor enhancements to the Software (the "**Maintenance Services**"), and the Client shall immediately return the Software and all related materials and documentation to Eyemaginations in the manner described in **Section 2.3.2** below. Notwithstanding the foregoing, Eyemaginations may permit the Client, in Eyemaginations' sole discretion, to cure the breach within a time period specified by Eyemaginations and on such other terms as specified by Eyemaginations, including suspension of the License and/or the Maintenance Services until the Client has cure the breach to Eyemaginations' satisfaction (as determined in its sole and absolute discretion). If Client fails to cure such breach within the time specified by Eyemaginations or to meet any other condition specified by Eyemaginations, then Eyemaginations, in its sole discretion, in addition to Eyemaginations' rights at law or in equity, may, in Eyemaginations' sole discretion, immediately revoke the License and discontinue the provision of Maintenance Services (as defined below) and the Client shall immediately return the Software and all related materials and documentation to Eyemaginations in the manner described in **Section 2.3.2** below.

2.3 Continuation of License; Return.

2.3.1 If the Client elects to discontinue Maintenance Services or does not renew the Maintenance Services after the Initial Term (as defined below), the License shall continue beyond the expiration of the Term, subject to the terms of this Agreement, including Eyemaginations' rights under **Section 2.2**. Client understands that its failure to purchase Maintenance Services may result in the Client not receiving material updates, upgrades, technical support and/or the Software becoming out-of-date or obsolete. The Client assumes all risks associated with using the Software without Maintenance Services.

2.3.2 In the event Eyemaginations revokes the License, the Client shall immediately cease using the Software and return to Eyemaginations all product software, documentation, user manuals and other such materials or certify as destroyed the Software and any and all copies thereof and any other Confidential Information (as defined in **Section 5** below) provided by Eyemaginations in connection with this Agreement.

2.4 **Intellectual Property Rights.** The Client agrees that, for the purposes of Section 117 of the United States Copyright Act and for any and all other purposes, Eyemaginations has, shall have, and shall retain, title, exclusive ownership rights and all Intellectual Property Rights and other rights and interests in and to the Software and related materials, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Software including any derivative works resulting therefrom. As used herein, "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including, without limitation, to copyrights, mask-works, trademark, service marks, trade names, trade secrets, patents, designs, algorithms and other industrial property, whether arising by operation of law, contract, License, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Nothing herein shall be construed to effect any transfer of ownership. The Client will not acquire any rights in or to any of the Intellectual Property Rights of Eyemaginations, nor will it take any action that may adversely affect or impair Eyemaginations', or its licensors', rights, title, and interest in or to their Intellectual Property Rights.

3. **Term: Fees.**

3.1 **Term.** The term of this Agreement, including Eyemaginations' provision of the Maintenance Services, shall be for one (1) year beginning upon the Effective Date (the "**Initial Term**"); provided, however, the term, and Eyemaginations' provision of the Maintenance Services, shall be automatically renewed for an additional one (1) year term on each anniversary of the Effective Date (each a "**Renewal Term**"), unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the expiration of the then-applicable annual period. The fees for each Renewal Term (and Eyemaginations' provision of the Maintenance Services) are due in advance and shall be at Eyemaginations' then-current rates. For purposes of this Agreement, the "**Term**" means the Initial Term plus any Renewal Terms.

3.2 **Automatic Renewal Program.** Unless the Client opts-out, by signing the Eyemaginations Sales Order Form, Client is enrolling in the Annual Renewal Program (the "**ARP**"). By signing the Eyemaginations Sales Order Form, the Client authorizes Eyemaginations to automatically charge the Client's credit card on file for each Renewal Year's annual License/maintenance fees at the then-current applicable pricing. If the Client desires to terminate the Maintenance Services provided by Eyemaginations, the Client shall provide written notice of termination to Eyemaginations at least 90 days before the annual renewal date.

3.3 **Fees.** The Client agrees to pay Eyemaginations all fees identified in the applicable Eyemaginations Sales Order Form. The Client shall pay all amounts due upon receipt of invoice. The Client shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon Eyemaginations' net income). The Client shall pay a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by law, whichever is less, on all amounts not paid within thirty (30) days from the payment due date.

3.4 **Reinstatement Fees.** In the event that the Client allows its Maintenance Services agreement to expire and subsequently wishes to become current with its Maintenance Services, the Client may be subject to a reinstatement fee provision equal to one percent (1%) of the annual maintenance fee per month of expiration.

3.5 **Termination.** If the Client defaults in the payment of any amount due to Eyemaginations hereunder, then Eyemaginations may exercise all of its rights under **Section 2.2**. Eyemaginations reserves all existing rights in law or in equity.

4. **Warranties.**

4.1 **Representations.** Eyemaginations represents that: (a) it has the right, power and authority to grant to the Client the License as set forth in this Agreement; (b) that the Software will perform, for a period of ninety (90) days from the Effective Date, under normal use and service.

4.2 **Proprietary Rights.** Eyemaginations represents and warrants that to its knowledge it is the exclusive owner of the Software, free and clear of any and all liens, encumbrances, and presently existing infringement claims, and has obtained all rights necessary to grant and assign to the Client the rights that it purports to grant and assign in the License. The Client agrees that its sole remedy for infringement will be, in Eyemaginations' sole option, one of the following: (i) the replacement by Eyemaginations of the infringing material with a non-infringing version, (ii) to the extent commercially feasible, procurement of a License for the Client to use the infringing material, or (iii) terminate this Agreement and refund to Client the unused portion of the License fees.

4.4 **Client Policies.** The Client acknowledges that Eyemaginations is not making any policy or medical decisions as to patient education, diagnosis, treatment or otherwise for the Client. The Client shall retain full responsibility

for and hold harmless Eyemaginations from the results of Client's policy or practice decisions.

4.5 Third Party Hardware. To the extent that the Client purchases hardware through Eyemaginations, all such purchases are solely subject to the warranty terms and conditions specified by the applicable third party manufacturer. Eyemaginations makes no warranty whatsoever with respect to third party products.

4.6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EYEMAGINATIONS AND ITS SUBSIDIARIES, AFFILIATES, OR SUPPLIERS (HEREINAFTER "**EYEMAGINATIONS PARTIES**"), HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. EACH PARTY FURTHER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THE CLIENT HEREBY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY PRE-CONFIGURED SOFTWARE IS PROVIDED TO THE CLIENT "AS IS."

4.7 Informed Consent Disclaimer. The 3D-Eye Informed Consent software program provides general informed consent disclosures and guidelines and is not intended as legal advice, or to serve as a substitute for consultation with an experienced attorney or risk management professional. This program may need to be amended to reflect informed consent requirements of your practice site(s) and applicable legal requirements. THE SOFTWARE AND ANY RELATED SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT EYEMAGINATIONS AND ITS SUPPLIERS ARE NOT ENGAGED IN RENDERING LEGAL, MEDICAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. EYEMAGINATIONS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS OR MEDICAL PRACTICES INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("**HIPAA**"). CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S USE OF THIS SOFTWARE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS CLIENT'S RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND MEDICAL PRACTICES THAT AFFECT THE CLIENT AND ITS BUSINESS.

All warranties or guarantees given or made by Eyemaginations with respect to the Software (a) are solely for the benefit of the Client as the registered user of the Software and are not transferable, and (b) shall be null and void if the Client breaches any term or condition of this Agreement.

5. Confidentiality.

5.1 Without regard to the expiration or termination of this Agreement or any expiration of any term for the protection of other "**Confidential Information**," each Party shall hold in strictest confidence any Confidential Information of the other Party disclosed or made available pursuant to this Agreement. "**Confidential Information**" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to students, data, research, products, Software, documentation, formula, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

5.2 Neither Party shall use any Confidential Information received from the other Party except as expressly permitted under this Agreement, or as necessary to perform its duties hereunder, and the Client shall not disclose any such Confidential Information to any third party (except employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information) without Eyemaginations' prior written consent; provided, however, such prior consent shall not be required if Client is required to disclose Confidential Information by court order or other operation of law and Client provides Eyemaginations with prompt notice of such court order or operation of law and cooperates with Eyemaginations efforts to limit the extent of disclosure so required.

6. Liability.

6.1 Indemnification; Limitation of Liability.

6.1.1 Client shall hold harmless, indemnify and reimburse Eyemaginations for any and all liabilities and claims arising out of or relating to a breach of this Agreement or the License by the Client and for any and all liabilities and claims arising out of or relating to and by third parties arising out of or relating to Client's use of the Software (whether used for the Purpose or otherwise).

6.1.2 IN NO EVENT SHALL THE PARTIES HAVE ANY LIABILITY TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION THIS AGREEMENT OR WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. EYEMAGINATIONS SOLE AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE CLIENT'S DIRECT DAMAGES, BUT SHALL IN NO CASE EXCEED AN AMOUNT EQUAL TO THE LICENSE FEES PAID BY THE CLIENT FOR THE SOFTWARE DURING THE 12 MONTHS PRIOR TO THE EARLIEST DATE ON WHICH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO THE CLIENT BY EYEMAGINATIONS FOR CLAIMS OR DAMAGES HEREUNDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION ON AMOUNT. The Client acknowledges that the indemnification provisions, limitation of liabilities and disclaimers of warranty contained herein constitute an agreed upon allocation of risk between the Parties, have been factored into Eyemaginations' pricing of the Software and services, and are an essential element of the bargain between the Parties.

6.2 Eyemaginations' Remedies; Injunctions; Damages. If Client breaches this Agreement or the License, then Eyemaginations may exercise its rights under Section 2.2 any and all rights existing in law or in equity. The Client recognizes that irreparable injury would result to Eyemaginations in the event of the Client's failure to comply with any of the terms of Sections 1, 2 or 5, and that the full amount of the damages which would be incurred by Eyemaginations as a result of any such breach would be difficult to ascertain. Accordingly, the Client hereby agrees that, in the event of any such breach, threatened breach, or the occurrence of events which, in the opinion of Eyemaginations, would be likely to result in such breach of Sections 1, 2 or 5, Eyemaginations shall be entitled to injunctive relief or an order restraining such breach or threatened breach and/or compelling the performance of obligations which, if not performed, would constitute such a breach. If Eyemaginations files suit to enforce its rights under this Agreement, then notwithstanding any other term of this Agreement, Eyemaginations shall be entitled to recover from the Client all expenses incurred by it in preparing for and in trying the case, including, but not limited to, investigative costs, court costs and reasonable attorney's fees (if the court determines that Eyemaginations has prevailed on any of its claims). The remedies afforded to Eyemaginations herein are in addition to, and in no way limit, any other rights, or remedies, which may be afforded to Eyemaginations at law or in equity.

6.3 Arbitration. Except with respect to proprietary rights and obligations with respect to confidentiality, including the right of a Party to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm and for the right to bring suit on an open account for simple monies due under the Agreement, all claims, disputes, controversies and other matters in question between the Parties to this Agreement, arising out of, or relating to this Agreement, or the breach thereof, which cannot be resolved by the Parties through face-to-face negotiations shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association then in effect. The arbitration proceeding shall be held in the State of Maryland, USA. The cost of the arbitration shall be borne equally by the Parties pending the arbitrator's award. The prevailing Party in any arbitration proceeding or litigation hereunder shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and the costs incurred in connection with arbitration or litigation under this Agreement. The arbitrator shall issue a reasoned award.

7. Health Information and Privacy. If Client intends to use the Software, related services and content in conjunction with the medical or health information of particular individuals, Client acknowledges and agrees that the Software, related services and content are not "HIPAA-ready" or "HIPAA-compliant" and will not assist with or ensure compliance with HIPAA, and that Client is solely responsible for using the Software, related services and content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

8. General Provisions.

8.1 The complete contract consists of this Agreement and the Sales Order(s) that are attached hereto, including all duly incorporated modifications. Any and all obligations of the Client and Eyemaginations are fully set forth and described herein or therein. This Agreement, the Eyemaginations Sales Order(s), and any amendments thereto, constitutes the complete and entire agreement between Eyemaginations and Client and supersedes and merges all previous communications, oral or written, and all other communications between Eyemaginations and Client relating to the subject matter hereof. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision. Any failure by Eyemaginations to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision. If any provisions are found to be unenforceable, all other provisions will remain in effect. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier.

8.2 All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party. Client hereby acknowledges that after an initial press release Eyemaginations, and its affiliates, may reference its customer relationship with Client, in any and all documents distributed in connection with any financing transactions and any marketing documents. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's reasonable control, including, without limitation acts of God, civil disturbance, strikes, or labor disputes. Termination of this Agreement or expiration of the Term shall not relieve either Party from fulfilling its obligations which by

their terms or nature survive termination, including, without limitation, those obligations provided in **Sections 1.3, 1.4, 2, 3, 4, 5, 6, 7, and 8.**

EXHIBIT A

SERVICE LEVEL AGREEMENT

In addition to the terms and conditions contained in the Standard License Agreement (the "**Agreement**") between Eyemaginations and the Client, of which this Service Level Agreement (the "**SLA**") is a part, then Client agrees to the following terms and conditions contained in this SLA. All capitalized terms shall have the same meaning as defined in the Agreement, unless otherwise specified.

Technical Support

1. **Telephone Support.** Eyemaginations provides telephone support for Clients concerning the use of the Software.
2. **Support contact information.**
 - Domestic / Toll Free Phone: 877.321.5481
 - International Phone: 410.321.5481
 - Fax: 410.616.8657
 - Email: support@eyemaginations.com
3. **Support Hours of Operation and Language Support.**

Except for designated holidays, standard telephone support hours are:

 - 9 AM through 6 PM Monday through Friday (Eastern Time).
 - Support is offered in English only.

Software Updates

4. **Overview.** Software updates may include corrections, modifications, and minor enhancements. Eyemaginations will periodically issue Software updates when and if available. All updates, enhancements and fixes provided to Client are subject to the terms and conditions of the Agreement.
5. **Term and Termination.** If Client fails to make payment pursuant to the fees described in the Agreement, Eyemaginations may exercise all its rights under **Section 2.2** of the Agreement.
6. **Exclusions.** Eyemaginations shall have no obligation to support:
 - a. Software that is substantially altered, damaged or modified;
 - b. Errors caused by Client's negligence, hardware malfunction, or other causes beyond Eyemaginations' reasonable control; or
 - c. Errors arising from violations of the License restrictions;
 - d. Third party software not Licensed through Eyemaginations; or
 - e. Third party equipment or services not provided to Client by Eyemaginations.

Eyemaginations does not provide support for issues beyond its reasonable control. Such issues include, but are not limited to Internet access and Internet latency.

EXHIBIT B

HOSTING TERMS AND CONDITIONS

In addition to the terms and conditions contained in the Standard License Agreement (the "**Agreement**") between Eyemaginations and the Client, if Client licensed one or more Products listed in the Eyemaginations Sales Order Form which are to be hosted by Eyemaginations, then Client agrees to the following terms and conditions contained in this Exhibit. All capitalized terms shall have the same meaning as defined in the Agreement, unless otherwise specified.

Hosting Terms and Conditions

1. **General Description of Hosting.** Eyemaginations shall host the Software for Client in a shared environment at facilities and location(s), and utilizing hardware, personnel and procedures selected solely by Eyemaginations. Client's users shall access the Software via the Internet. Eyemaginations has no obligation to host unless all fees are paid in accordance with the Agreement.
2. **Passwords and Access.** Correct use of the appropriate equipment and telecommunications connection shall, absent technical interruptions outside the Client's or end user's control, enable any end user to access and use the Software. Client will receive valid user names and passwords for access and use of the areas of the Software applicable to the Client.
3. **Availability and Maintenance.** Eyemaginations shall use its commercially reasonable efforts to make the service available for Client's access and use twenty-four (24) hours per day, seven (7) days per week, excluding times for scheduled maintenance to be performed by or on behalf of Eyemaginations. Scheduled maintenance shall take place between 10pm Friday and 4pm Sunday, Eastern Time, or such other time as required.
4. **Eyemaginations Operations.** Eyemaginations may, in its sole discretion upon written or electronic notification to Client: change or modify the hosted URL address, the rules and regulations, and the ASP application platform in any manner that Eyemaginations deems necessary or desirable from time to time for the purposes of (but, not by way of limitation): (i) complying with applicable laws, (ii) responding to changes in market conditions or technology, or (iii) responding to other circumstances beyond the control of Eyemaginations.
5. **Termination of Access.** Eyemaginations may terminate access to the Service for a Client for breach of the Usage Rules. Upon termination of access to the service, all rights of such Client to access the service will terminate.
6. **Eyemaginations Operations.** Eyemaginations may, in its sole discretion upon written or electronic notification to Client: change or modify the rules and regulations and the platform itself in any manner that Eyemaginations deems necessary or desirable from time to time to (i) comply with applicable laws, (ii) respond to changes in market conditions or technology, and (iii) respond to other circumstances beyond the control of Eyemaginations.

Service Levels

7. **Availability.** Eyemaginations will provide no less than 97.5% application availability, which will be calculated on a monthly basis.

8. **Calculation.** Scheduled maintenance windows will not be included as downtime in calculation of monthly availability. When the application is unavailable due to causes beyond Eyemaginations' reasonable control, such as Internet outages, weather, acts of God, Client system issues, or utility system outages, such unavailability will not be included as downtime. Unscheduled and emergency maintenance will be included as downtime in monthly availability calculation. The availability of the system is calculated in the following way:

- a. Total Time of Availability = Total Time (24/7) – Scheduled Maintenance – Uncontrollable Outages
- b. % Availability = (Total Time of Availability – Unscheduled/Emergency Maintenance) * 100 / Total Time of Availability

9. **Maintenance Notifications.** Eyemaginations will communicate with the Client's designated contact person in the event that scheduled maintenance is required. An email or phone call (including voice mail) will constitute sufficient notification of impending maintenance of any type. Unscheduled and emergency maintenance will involve maintenance/repairs for which advance notification is not possible. Eyemaginations will employ commercially reasonable efforts to notify the Client of any unscheduled and/or emergency maintenance.

10. **Client Obligations.** Client represents and warrants that Client's use of the service will not: (a) be used to transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) infringe the intellectual property rights of any party; (d) interfere with or disrupt the hosting services or servers, other equipment or networks connected to the hosting

services, or disobey any requirements, procedures, policies or regulations of networks connected to the hosting services; or (e) violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange.

In the event of any material breach of this **Section 10** which is not cured within thirty (30) days after receipt of written notice thereof from Eyemaginations, in addition to any other remedies available at law or in equity, Eyemaginations will have the right immediately, in Eyemaginations' sole discretion, to suspend the user name and password of any Client and/or suspend any hosting services.

11. Bandwidth Limitations. Client acknowledges that the anticipated bandwidth usage under this Agreement is expected to be no more than 50 GiB per month. Eyemaginations will monitor this usage on a monthly basis, and should the bandwidth usage exceed 50 GiB per month, Eyemaginations reserves the right to charge, and Client acknowledges the obligation to pay for, Overage Fees in the amount of \$2.00 per GiB used in excess of 50 GiB per month. Overage Fees are subject to change. Any Overage Fees calculated will be due net thirty (30) days from the invoice date.

12. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYMAGINATIONS AND ITS THIRD PARTY ASP VENDOR SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF THE CLIENT'S WEB SITE, DATA FILES, PROGRAMS, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. EYMAGINATIONS AND ITS THIRD PARTY ASP VENDOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR INTERNET ACCESS OR PERFORMANCE. EACH PARTY FURTHER ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY THAT THE ASP APPLICATION IS ERROR-FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS OR SERVICES.

13. Changes. Eyemaginations reserves the right to change its hosting terms when it changes them for its customer base as a whole. Any such changes shall be effective thirty (30) days after communication to Client. **EXHIBIT C**

USAGE RULES

In addition to the terms and conditions contained in the Standard License Agreement (the "**Agreement**") between Eyemaginations and the Client, if Client licensed one or more Products listed in the Eyemaginations Sales Order Form which are to be hosted by Eyemaginations, then Client agrees to the Usage Rules set forth below. All capitalized terms shall have the same meaning as defined in the Agreement, unless otherwise specified.

DEFINITION OF SERVICE

Eyemaginations is the provider of the online Software as purchased in an Eyemaginations Sales Order Form, which permits the Client to access electronic content (the "**Content**"), such as animations, videos and images, under certain terms and conditions as set forth in this Agreement. Service consists of the user interfaces, access to Content, and data transmission.

The Content includes various digital animations created and owned by Eyemaginations as well as video content over which Eyemaginations exercises no editorial control ("**Third Party Content**"). Third Party Content may include, but is not limited to, commercials provided by other entities for convenience and are not warranted by Eyemaginations. Third Party Content may be copyrighted by the third party that supplies it. Any unauthorized use of the Content may constitute an infringement of the copyright holders' rights.

Users of hosted Software are granted access to the Content solely through Eyemaginations' Web Player interface (the "**Player**"). The Player may be integrated within your website to access the Content. Certain aspects of the Player, including background colors and practice identification, may be customized for you by Eyemaginations' and its' partners. All Player customization is solely at our discretion and is subject to Development Fees as defined below. Any modifications to the Player or attempts to circumvent the Player may result in the cancellation of the Client's hosted Software account. The Player cannot be used to access any content other than the Content as defined above.

TERMS OF SERVICE

All Content is hosted exclusively by Eyemaginations on its servers. Abuse of the Service, including continuous streaming of Content through our server, is not permitted and may result in account cancellation and additional fees based on the amount of data streaming found to be in violation of this agreement.

Eyemaginations reserves the right to change the terms of this Agreement and the service at any time upon five (5) days written notice to the Client. If Client does not agree to such amended terms, Client may discontinue its service in accordance with this Agreement. Eyemaginations may add or discontinue new features to the Service (the "**Features**") from time to time at its sole discretion. Client is not entitled to use such new Features unless Client agrees to new or amended terms presented to Client by Eyemaginations, if any.

PERMITTED USES

Client is permitted to use the Service for the following purposes:

- (i) use in website design; and
- (ii) any other uses approved in writing by Eyemaginations.

PROHIBITED USES

Client is not permitted to:

- (i) do anything with any Software, Content or the Player that is not expressly permitted;
- (ii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Eyemaginations server or to the Service, through hacking, password mining, or any other means;
- (iii) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
- (iv) provide a copy of the Software, Content, or any portion thereof, to any third party or allow third parties to gain access to the Service;
- (v) use any Software or Content in any way that constitutes a violation of the rights of individuals such as defamation, intrusion of privacy, misappropriation of likeness, or depiction in a false light;
- (vi) use any Content in any way that violates any civil or criminal laws such as those regulating pornography, obscenity, fraudulent schemes, counterfeiting, espionage, and in any way aid in support of illegal activities;
- (vii) share any Software or Content on any peer-to-peer network or other systems that allow third parties to have access to your files;
- (viii) post or otherwise upload any Software or Content to a server or gallery type website intended to facilitate transfers or downloads of files via the Internet by individual users or user groups;
- (ix) use any Software or Content in design templates for the purpose of resale, including, without limitation, website templates, flash templates, and brochure design templates;
- (x) use any Software or Content or any part thereof as a component of a trademark, service mark, design mark, trade name, business name or logo;
- (xi) sublicense, resell, rent, lend or otherwise distribute any Software or Content; or
- (xii) use any of the Software or Content in any prints whether on paper, canvas or any other medium for resale.

CLIENT USER'S AGREEMENT

Client agrees to:

- (i) maintain all equipment required for Client's access to and use of the service;
- (ii) maintain the security of your user identification, password and other confidential information relating to Client's account; and
- (iii) be responsible for all charges resulting from use of Client's account, including unauthorized use prior to your notifying Eyemaginations of such use and taking steps to prevent its further occurrence by changing your password.

SYSTEM INTEGRITY

Client may access the Service for normal use. Client may not use any device, software, routine or agent to interfere or attempt to interfere with the proper working of Eyemaginations' servers or service. Client may not take any action which imposes an unreasonable or disproportionately large load on Eyemaginations' infrastructure. Client may not disclose or share its password to or with third parties or use its password for any unauthorized purpose. Client may not attempt to log in with any user identification other than its own.

ACCESS TO OTHER CONTENT

Eyemaginations may provide links to other websites or resources as part of the service as a convenience to the Client. Eyemaginations is not responsible for the contents, products or services on any third party site, and the inclusion of any link does not imply that Eyemaginations endorses the content on such third party sites. Client may visit such third party sites solely at its own risk.

WEBSITE DESIGN AND HOSTING

Eyemaginations does not offer website design or website hosting services. Eyemaginations does not offer any content beyond the Content as defined above. Eyemaginations have no responsibility for any aspect of Client's website beyond access to the Content through the Player.