



**EXHIBIT C**  
**END USER SUBSCRIPTION AGREEMENT**

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS ARE ACCEPTED AND CONSTITUTE A BINDING AGREEMENT UPON CLICKING THE “AGREE” BUTTON OR OTHER COMPARABLE OPTION (“**ASSENT**”). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT CLICK “AGREE” AND YOU ARE NOT GRANTED A SUBSCRIPTION IN ACCORDANCE WITH THIS AGREEMENT, AND ANY ACCESS, COPYING, OR OTHER USE IS UNAUTHORIZED AND PROHIBITED.

This End User Subscription Agreement (this “Agreement”) is made and entered into on the date the Assent was made (“Effective Date”) by and between ATM Holding Co. LLC Series D, d/b/a ATLAS Clinical Evals, a Nevada limited liability company, and you as the natural person that indicates the Assent (“User”) and you represent and warrant that you are at least eighteen (18) years old or older to form a binding agreement with ATM Holding Co. LLC Series D, d/b/a ATLAS Clinical Evals (“ACES”).

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ACES and User (each a “Party” and together the “Parties”) hereby agree as follows:

**1. Definitions and Interpretations**

1.1. Certain terms used herein shall have the following meanings:

1.1.1. “ACES Property” shall mean all physical and intangible property owned, held, subscribed, leased, possessed or used by ACES, including, without limitation, Subscription Property, devices, keys, access cards, credit cards, identification cards, computers, fax machines and/or other property.

1.1.2. “Claim” shall mean any demand, complaint, request for redress, assertion of a cause of action or other claim whatsoever.

1.1.3. “Content” shall mean all material, information, documents, matter, text, Software, data, graphics, drawings, blue-prints, schematics, sketches, computer-generated displays and interfACESs, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing (all of the foregoing whether in a format now known or hereinafter Developed).

1.1.4. “Develop” shall mean develop, conceive, discover, reduce to practice, create, or otherwise arise out of a Person’s efforts in any manner whatsoever and through any means whether now known or hereafter devised.

1.1.5. “Disclose” shall mean disseminate, transmit, publish, post, upload, initiate, distribute, transfer, make available or otherwise convey.

1.1.6. “Documentation” shall mean the operating, training, support and reference manuals and other Content associated with the Subscription Software and made available to the User by ACES.

1.1.7. “Enabled Content” shall mean data, information, text, reports and other Content resulting from and enabled by the execution of the Subscription Software and accessible by User.

1.1.8. “Governmental Authority” shall mean any federal, state, county, judicial, arbitral, municipal or other governmental or sovereign entity, as well as all subdivisions, agencies and authorities therein.

1.1.9. “Law” shall mean any constitution, statute, code, rule, or regulation of any federal, state, county, municipal or other sovereign entity, as promulgated and amended from time to time.

CONFIDENTIAL/PROPRIETARY INFORMATION  
OF ATM HOLDING CO. LLC

\_\_\_\_\_  
Initials