

1.1.10. "Subscription Property" shall mean the Subscription Software, the Enabled Content and the Documentation.

1.1.11. "Subscription Software" shall mean the software made generally and commercially available by ACES through a domain name designated by ACES and subscription pursuant to this Agreement enabling certain functions for processing of mobility work orders, including, without limitation: (a) lead to delivery processing of medical equipment; (b) medical billing; (c) electronic digital storage of documents and related Content related to a medical device order and delivery; and (d) selection of numerous built-in rule sets or protocols.

1.1.12. "Losses" shall mean any and all damages, liabilities, costs, charges, expenses, expenditures, fees (including, without limitation, attorneys', accountants', experts', investigators', witnesses' and professionals' fees) and other losses of whatsoever nature.

1.1.13. "Person" shall mean any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust, association, organization or other entity of whatsoever nature or character.

1.1.14. "Representatives" shall mean all shareholders, directors, officers, strategic advisors, employees, agents, representatives, attorneys, and accountants whether holding equity in, retained by, employed by, commissioned by or otherwise controlled by a subject Person.

1.1.15. "User Content" shall mean any Content Disclosed by User, including, without limitation, all Content input by User using the Subscription Software for inclusion in the Enabled Content.

1.1.16. "Termination Event" shall mean any and all events that trigger the last day this Agreement is in effect, either by way of termination or expiration, including, without limitation, pursuant to Section 0.

1.2. Terms defined in the singular or present tense, shall also retain such general meaning if used in the plural or past tense, and if used in the plural or past tense, shall retain the general meaning if used in the singular or present tense.

1.3. Section headings are used for convenience only and shall have no interpretive effect or impact whatsoever.

2. *Term*

The term of this Agreement shall commence on the Effective Date and shall remain in effect until the occurrence of a Termination Event (the "Term").

3. *Grant of Limited Subscription*

3.1. Subject to the terms and conditions of this Agreement, ACES hereby grants to User a personal, limited, revocable, non-exclusive, non-transferable, non-assignable subscription to: (a) execute the executable code of the Subscription Software utilizing the User's account; provided, however, that access to and execution of the executable code of the Subscription Software may, in ACES' sole and absolute discretion, be denied at: (i) certain times reasonably designated by ACES for updates, back-ups and/or maintenance and/or (ii) other times unexpected and/or outside the reasonable control of ACES including, without limitation, network outages, technical errors, to comply with applicable Law, and third Person acts or omissions that prohibit, hinder or otherwise preclude access to and execution of the Subscription Software and (b) view, download, and print the Enabled Content only for User's professional use and only in accordance with all Laws, ethical rules, codes of conduct and other practices applicable to User and User's profession; provided, however, that nothing in this Agreement shall grant a subscription to Disclose such Enabled Content to any third Person unless required by Law. This foregoing limited subscription applies to any future versions, improvements, developments, updates and upgrades to the Subscription Software that ACES may make generally and commercially available to the User, unless such versions, improvements, developments, updates and/or upgrades are accompanied by separate terms.

3.2. User grants ACES a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-subscription, transferable, assignable subscription to use, modify, translate, reformat, create derivative works from, store, distribute and display any User Content in and through the Subscription Software.

4. *Service*

Subject to the terms and conditions of this Agreement, ACES shall use reasonable efforts to provide access to certain Subscription Software through the User account; provided, however, that access to and execution of the executable code of the Subscription Software may, in ACES's sole and absolute discretion, be denied at: (i) certain times reasonably designated by ACES for updates, back-ups and/or