

maintenance of the Subscription Software and/or (ii) other times unexpected and/or outside the reasonable control of ACES, including, without limitation, network outages, technical errors, and third Person acts or omissions that prohibit, hinder or otherwise preclude access to and execution of the Subscription Software.

User acknowledges that this Agreement is a services agreement and ACES will not be delivering copies of the Subscription Software to User.

5. *User Covenants/Representations/Warranties*

User hereby covenants, represents and warrants as of the Effective Date and throughout the Term and where applicable, after the Term, the following:

5.1. User: (a) has the authority to enter into this Agreement, (b) is voluntarily entering into this Agreement, (c) is at least eighteen (18) years old; (d) is an employee of a Person that is a party to and compliant with a Software As A Service Agreement with ACES; and (e) shall comply with the terms and conditions of this Agreement;

5.2. Neither the execution and delivery of this Agreement or any document, agreement or instrument required by this Agreement, nor the consummation of the transactions contemplated herein or therein shall constitute a violation of, or default under, or conflict with, any term or provision of any commitment, indenture, lease or other contract to which User is a party or by which User is bound;

5.3. User shall comply with all applicable Laws, including, without limitation, HIPAA, privacy, and security Laws;

5.4. User has read and consents to ACES's Privacy Policy, including, without limitation, that ACES may, in ACES's sole and absolute discretion, use the User Content for data aggregations for internal statistical quality reviews or other otherwise improve the Subscription Software and Disclose the User Content to affiliated or contracted Persons, including, without limitation, strategic alliances and advertising affiliated Persons or to any Law enforcement, court, or other Governmental Authority to: (a) fulfill User's lawful request; (b) conform to the edicts of the Law or comply with legal process; (c) protect and defend ACES's rights and property; or (d) to protect the personal safety of ACES's users, ACES's employees, or the public;

5.5. User shall: (a) be responsible for all use of the User's account, including, without limitation, all use of the User account log-in information; (b) maintain the confidentiality of User's account name and password; (c) take reasonable steps to prevent unauthorized use of the User's account and the Subscription Property; and (d) immediately notify ACES in writing of any disclosure and/or unauthorized use of such account name and password;

5.6. User: (a) is the natural person associated with the User account; (b) meets and shall meet the qualifications required for the designated role attributed to the User account, including, without limitation, have passed all necessary background, certifications, reference, and other checks; and (c) shall notify ACES promptly if any of the qualifications or authorizations change;

5.7. User shall use commercially reasonable efforts to enter or otherwise Disclose all acceptable data, reports, and other User Content required or reasonably requested through the Subscription Software and such User Content is full and accurate, to the best of User's knowledge;

5.8. User owns or has the right to Disclose all the User Content and the User Content has not, nor shall not, infringe or misappropriate any third Person's intellectual property rights or otherwise violate any Laws, including, without limitation, any HIPAA, privacy, or security Laws;

5.9. User shall not Disclose any Content that User does not have a right to Disclose under any Law or under any contractual or fiduciary relationships or any Content that infringes the proprietary rights of any Person;

5.10. User shall be solely responsible for all User Content and ACES is not responsible to User or any third party for any User Content;

5.11. As between the Parties, ACES owns all right, title and interest in and to the Subscription Property (including, without limitation, all copyrights) and to the extent User is deemed an owner of any right, title, or interest in and to the Subscription Property or otherwise has a bona fide claim of ownership (whether arising from this Agreement or otherwise), User hereby assigns any such right, title or interest to ACES and shall execute all documents and undertake all actions necessary to effect the clarification of ownership of all such right, title or interest in and to ACES;