

## END USER LICENSE 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 LICENSE IN ACCORDANCE WITH THIS AGREEMENT, AND ANY ACCESS, COPYING, OR OTHER USE IS UNAUTHORIZED AND PROHIBITED.

This End User License 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, a Nevada limited liability company d/b/a ATLAS Clinical Evals (“ACE”) 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 ACE.

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, ACE 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. “ACE Property” shall mean all physical and intangible property owned, held, licensed, leased, possessed or used by ACE, including, without limitation, Licensed 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 interfaces, 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 Licensed Software and made available to the User by ACE.

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

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

1.1.11. "Licensed Software" shall mean the software made generally and commercially available by ACE through a domain name designated by ACE and licensed 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 Licensed 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 12.

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 License**

3.1. Subject to the terms and conditions of this Agreement, ACE hereby grants to User a personal, limited, revocable, non-exclusive, non-transferable, non-assignable license to: (a) execute the executable code of the Licensed Software utilizing the User's account; provided, however, that access to and execution of the executable code of the Licensed Software may, in ACE' sole and absolute discretion, be denied at: (i) certain times reasonably designated by ACE for updates, back-ups and/or maintenance and/or (ii) other times unexpected and/or outside the reasonable control of ACE 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 Licensed 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 license to Disclose such Enabled Content to any third Person unless required by Law. This foregoing limited license applies to any future versions, improvements, developments, updates and upgrades to the Licensed Software that ACE 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 ACE a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable, transferable, assignable license to use, modify, translate, reformat, create derivative works from, store, distribute and display any User Content in and through the Licensed Software.

#### **4. Service**

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

#### **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 Business License Agreement with ACE; 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 ACE' Privacy Policy, including, without limitation, that ACE may, in ACE' sole and absolute discretion, use the User Content for data aggregations for internal statistical quality reviews or other otherwise improve the Licensed 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 ACE' rights and property; or (d) to protect the personal safety of ACE' users, ACE' 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 Licensed Property; and (d) immediately notify ACE 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 ACE 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 Licensed 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 ACE is not responsible to User or any third party for any User Content;

5.11. As between the Parties, ACE owns all right, title and interest in and to the Licensed 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 Licensed 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 ACE 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 ACE;

5.12. User shall in no way represent that User has any right, title or interest in or to the Licensed Property;

5.13. User shall not view, download, or print the Enabled Content for any purpose outside the limited scope set forth in Section 3.1 without the express written consent of ACE, such consent granted or denied in ACE' sole and absolute discretion;

5.14. User shall not charge a fee, or offer for free, to any Person to: (a) execute the Licensed Software or (b) view, print or otherwise use the Enabled Content;

5.15. User shall not impose a security interest, pledge, hypothecation, lien, mortgage, or any other encumbrance of whatsoever nature, nor enable any Person to do so, on the Licensed Property or any portion thereof;

5.16. User shall not Disclose any Content containing a virus, bug, Trojan horse, worm, time bomb, cancelbot, corrupted Content, security breach, any intrusion from internal or external sources, or other similar Content that may damage the operation of the Licensed Property or any Person's computer or property;

5.17. User shall not interfere with or disrupt or attempt to interfere with or disrupt the provision of the Licensed Property to User or any third Person;

5.18. User shall not copy, make derivative works, modify, disassemble, decompile, or reverse engineer the Licensed Property, including, without limitation: (a) modify or caused to be modified any files that are part of the Licensed Software; or (b) facilitate, create or maintain any unauthorized connection to the Licensed Software;

5.19. User shall not impersonate any Person or falsely state or otherwise misrepresent User's identity or affiliation with any Person or to disguise or otherwise misrepresent the origin of any User Content;

5.20. User shall not Disclose any Content that is unlawful, harmful, threatening, harassing, defamatory, vulgar, invasive of another's privacy, hateful or otherwise objectionable; and

5.21. User shall not collect or store personal data about other users.

## **6. Retained Rights**

6.1. ACE may, in ACE' sole and absolute discretion, modify any and all of the Licensed Property without notice at any time.

6.2. All licenses not expressly granted to User pursuant to this Agreement are reserved by ACE, including, without limitation, that ACE does not grant any license and User shall not use any trademark or any other intellectual property of ACE.

6.3. ACE retains the right to restrict User's use of any portion of the Licensed Property, including without limitation, the Licensed Software or Enabled Content, that is the subject of a prohibition of use by any Law, or that is determined to infringe a third Person's intellectual property.

## **7. Confidentiality**

7.1. User hereby covenants, represents and warrants that User shall not Disclose any Confidential Information to, and shall take reasonable efforts to keep such Confidential Information reasonably inaccessible from, any Person who is not authorized to view the Confidential Information. Without limiting the foregoing, User shall not Disclose or use any of ACE' trade secrets in perpetuity. All provisions protecting Confidential Information in this Agreement shall be deemed to also protect ACE' trade secrets, but references to ACE' trade secrets shall not be deemed to automatically refer to Confidential Information.

7.2. If User is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to Disclose any of the Confidential Information, User shall provide ACE with prompt written notice of such request or requirement so that ACE may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by ACE, User nonetheless is legally compelled to Disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, User may, without liability herein, Disclose to such court or tribunal only that portion of the Confidential Information which the court requires User to Disclose, provided that User exercise best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with ACE to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.

## **8. Equitable Relief**

Notwithstanding Section 9, User covenants, represents and warrants that any violation of Sections 3 or 5 by User shall cause irreparable injury to ACE and shall entitle ACE to extraordinary and equitable relief by a court, including, but not limited to, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security. The opinions, findings, determinations and orders of any court with respect to permanent equitable relief granted consistent with this Section 8 shall have binding effect upon any arbitration and shall otherwise have res judicata and collateral estoppel effect upon any arbitration; provided, however, that the arbitrator shall give any court opinion, finding, determination or order granting temporary or preliminary equitable relief persuasive juridical authority.

## **9. Dispute Resolution**

SUBJECT TO SECTION 8, THE PARTIES SHALL ENDEAVOR TO FIRST SETTLE ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY BREACH OF THIS AGREEMENT) CLAIM BY MEDIATION CONDUCTED IN CLARK COUNTY, NEVADA. IF ANY CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, SUCH CLAIM(S) SHALL BE RESOLVED BY ARBITRATION CONDUCTED IN CLARK COUNTY, NEVADA IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF NEVADA REVISED STATUTES, EXCEPT THAT THE ARBITRATOR SHALL BE AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEVADA. EACH PARTY COVENANTS, REPRESENTS AND WARRANTS THAT SUCH PARTY HEREBY WAIVES SIGNIFICANT RIGHTS ALLOWED PURSUANT TO NEVADA LAW BY AGREEING TO SUCH ARBITRATION PROVISIONS.

## **10. Disclaimer of All Warranties and Representations**

THE SERVICES AND LICENSED PROPERTY ARE PROVIDED “AS IS.” ACE MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, LICENSED PROPERTY, OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES (some jurisdictions do not allow the exclusion of implied warranties, so the exclusion of implied warranties may not apply to the User) OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ACE KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

### ***11. Limitations on Liability***

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, ACE (AND ITS REPRESENTATIVES’, AFFILIATES’ AND LICENSORS’) MAXIMUM AGGREGATE LIABILITY TO USER (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR THROUGH USER) FOR ANY CAUSE WHATSOEVER (EXCEPT FOR WILLFUL MISCONDUCT AGAINST NATURAL PERSONS OR PROPERTY OR GROSS NEGLIGENCE OF ACE), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY), SHALL BE LIMITED TO THE LESSER OF : (A) FEES, IF ANY, RECEIVED BY ACE FROM USER WITHIN SIX (6) MONTHS PRIOR TO THE TERMINATION OF THIS AGREEMENT OR (B) \$1000. IN ADDITION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.

### ***12. Termination***

12.1. User may terminate this Agreement at any time by requesting in writing that ACE cancel User’s account.

12.2. In addition to any and all other remedies available to ACE at law or equity, ACE shall have the right to immediately terminate this Agreement, with or without notice, upon the occurrence of any of the following events:

12.2.1. On the date identified in a five (5) day prior notice sent by ACE to User terminating the Agreement and/or the grant of license to User;

12.2.2. User commits an act of fraud against ACE, regardless of whether such act of fraud is a material breach;

12.2.3. User unreasonably Discloses Confidential Information to an unauthorized Person, regardless of whether such Disclosure is a material breach;

12.2.4. User breaches any provision relating to, associated with, or arising from User’s covenants, representations and warranties or User engages in any of the prohibited uses identified in this Agreement;

12.2.5. User fails to timely pay all amounts to ACE when due; or

12.2.6. User otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days of such breach.

12.3. Upon termination, all licenses granted to User shall immediately terminate and User shall immediately cease all use of the Licensed Property and return all ACE Property.

12.4. ACE reserves the right to cancel user accounts that have been inactive for more than three (3) months without any obligation to refund any amount for such canceled user account.

### ***13. Indemnification***

Notwithstanding any other provision of this Agreement, User shall indemnify and hold ACE and ACE' Representatives (the "ACE Indemnified Parties") harmless from and against any Losses incurred by any of the ACE Indemnified Parties with respect to, arising from or out of any Claim that relates to or arises out of any act or omission of User (except an act or omission that emanates from an infringement by ACE of a third Person's intellectual property), including, without limitation, the misuse of the Licensed Property, alleged breach, or investigation relating to a possible breach, of any legal requirement or of any covenant, representation, warranty or other obligation of User contained in or arising out of this Agreement.

### ***14. Limitations on Assignment***

This Agreement, including, without limitation, the license granted pursuant to Section 3.1, is personal to User, and User shall not assign or transfer any of User's rights or have assumed any of User's obligations pursuant to this Agreement to and by, respectively, third Persons without the prior written consent of ACE, such consent granted or denied in the sole and absolute discretion of ACE.

### ***15. Non-Waiver***

Waiver by ACE of performance of any provision of this Agreement shall not be a waiver of, nor prejudice to, ACE' right to require, strict performance of the same or any other provision in the future.

### ***16. Force Majeure***

ACE shall not be liable for, or be in breach of this Agreement associated with, relating to, resulting from, or arising from any cause beyond ACE' control, including, without limitation, war, insurrection, public enemy, acts of God, terrorist acts, changes in Laws, acts or omissions of Governmental Authorities, labor disputes, strikes, and/or power failures, or any unavailability, delay, or malfunction of any Licensed Property related to the Internet or events or activities of third Persons outside of ACE' control.

### ***17. Notice***

ACE may provide any notice by posting to ACE' website or by sending electronic mail to the email address User provided, in ACE' sole and absolute discretion, and such notice shall satisfy any legal requirement that communications be in writing.

### ***18. General Provisions***

18.1. Unless otherwise specified, all terms and provisions shall be applicable throughout the Term.

18.2. If any provision of this Agreement should be held to be void or unenforceable, in whole or in part, by a court of competent jurisdiction, then such court shall correct the defect in a narrowly tailored manner to approximate the manifest intent of the Parties.

18.3. This Agreement shall not be amended or modified except by: (a) ACE providing notice of such amendment or modification and such amendment or modification are accepted and incorporated herein by this reference upon Assent or (b) written document signed by both Parties.

18.4. Sections 1 and 5 through 18, inclusive, shall survive any termination of this Agreement.

18.5. Subject to Section 15, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

18.6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of law principles. User consents to personal jurisdiction, as well as exclusive venue for any Claim regarding or arising out of this Agreement in the appropriate state or federal court located in Clark County, Nevada.

18.7. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with respect to the subject matter of this Agreement shall be of any force or effect.