

Blink Session Free Directory Listing Agreement

Hereinafter referred to as “Blink Session” and “Customer” respectively (individually, a “Party” and collectively, the “Parties”). The CLIENT and Blink Session agree to the following Service Plan and general Terms of Use.

1) FREE DIRECTORY LISTING

This agreement provides Customer access and use of the Blink Session web based platform to add, update, and delete their organization’s directory listing. Blink Session offers this service without warranty and phone or email support to train or fix problems that might arise. Further, Blink Session does not guarantee the listing of any organization and will review all submissions.

Each organization may only submit and maintain one directory listing. Customer understands that Blink Session keeps track of directory signups and will immediately terminate a trial if they suspect the Customer has violated any term herein.

Customer understands that use of the Service is also governed by Blink Session’s Privacy Policy which may be changed at a future date.

2) USE OF SERVICES

a. Customer Responsibilities

- **Access.** Customer may not allow others access to their Blink Session Directory login.
- **Restrictions and Responsibilities.** Customer may not (i) sell, resell, rent or lease the Service, use the Service beyond its internal operations or reverse engineer the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights (including without limitation any privacy rights), (iii) interfere with or disrupt the integrity or performance of the Service, (iv) attempt to gain unauthorized access to the Service or its related systems or networks, (v) reverse engineer the Service or remove or modify any proprietary marking or restrictive legends in the Service, (vi) use the Service in violation of any law, including without limitation, HIPAA, Telephone Consumer Protection Act and any spam laws (for example, CAN SPAM), or (vii) access the Service to build a competitive product or service, or copy any feature, function or graphic of the Service for competitive purposes. Customer is solely responsible for Customer Information (defined below), must use commercially reasonable efforts to prevent unauthorized access to the Service, must notify Blink Session promptly of any such unauthorized access, and may use the Service only in accordance with its user guide and applicable law.
- **Customer Information.** All data, information, images and files entered or uploaded by Customer to the Service remains the sole property of Customer. Customer grants Blink Session a non-exclusive,

royalty-free license to modify, store, transmit and otherwise use the Customer Information for purposes of Blink Session performing under this agreement. If Customer's directory listing is removed, Blink Session will have no obligation to provide Customer Information to Customer.

- **Accuracy of Information Provided by Customer.** Customer represents and warrants to Blink Session that all Customer Information, Content (defined below) and other material provided under Customer's account, by Customer or on its behalf, is true, correct and accurate. If Customer learns that any Customer Information or Content provided to Blink Session as part of the Service is not true, correct or accurate, Customer must immediately notify Blink Session by phone and in writing of this fact, and provide the true, correct and accurate information. Blink Session relies on Customer representations regarding the truth, accuracy and compliance with laws of Customer Information and Content. **BLINK SESSION IS NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF BLINK SESSION.**
- **Warranties.** Customer represents and warrants to Blink Session that:
 - Any Content submitted to the Service does not violate any copyright, trade secret, privacy or other third party right,
 - It will not submit any Content that is untrue, defamatory, harmful to any person, or violates HIPAA Privacy Rules, State or Federal laws on patient privacy.

4) AGREEMENTS/DISCLAIMERS

- **Mutual Compliance with Laws.** Each party represents and warrants to the other party that it will comply with all applicable laws regarding its performance under this agreement.
- **DISCLAIMERS**

BLINK SESSION DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHILE BLINK SESSION TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, BLINK SESSION DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED. BLINK SESSIONS DISCLAIMS ANY WARRANTY REGARDING ANY PERCENTAGE OF COLLECTION OF CLAIMS FOR CUSTOMER.

5) MUTUAL CONFIDENTIALITY

- **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Blink

Session's Confidential Information includes without limitation the non-public portions of the Service.

- **Exclusions.** Confidential Information excludes information that: is or becomes generally known to the public without breach of any obligation owed to Discloser; was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; is received from a third party without breach of any obligation owed to Discloser; or was independently developed by the Recipient without use or access to the Confidential Information.

6) PROPRIETARY RIGHTS

- **Reservation of Rights by Blink Session.** The software, user interface, designs, know-how and other technologies provided by Blink Session as part of the Service are the proprietary property of Blink Session and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Blink Session. Blink Session reserves all rights unless expressly granted in this agreement.

7) LIMITS ON LIABILITY.

- **No Indirect Damage.** Blink Session is not liable for any indirect, special, or consequential damages (including without limitation, costs of delay, loss of data or information, lost profits or revenues or loss of anticipated cost savings) arising under or related to this agreement, even if advised of the possibility of such loss or damage.
- **Limit.** Blink Session's total liability for all damages arising under or related to this agreement (in contract, tort or otherwise) does not exceed the actual amount paid by Customer within the 6-month period preceding the event which gave rise to the claim.

8) TERM AND RETURN OF DATA

- **Return of Data.** Blink Session will have no obligation to provide Customer Information to Customer upon termination of this agreement
- **Suspension or Termination of Service for Violation of Law or the Agreement.** Blink Session may immediately suspend or terminate the Service and remove applicable Customer Information or Content if it in good faith believes that, as part of using the Service, Customer may have violated a law or any term of this agreement. Blink Session may try to contact Customer in advance, but it is not required to do so.

9) INDEMNITY

- **General Indemnity.** To the extent allowed by applicable law, Customer must indemnify, defend, and hold harmless Blink Session against all third-party claims (including without limitation by governmental agencies), demands, damages, costs, penalties, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:
 - The use of the Service by Customer
 - Customer's breach of any term in this agreement
 - Any unauthorized use, access or distribution of the Service by Customer, or
 - Violation of any individual's privacy rights related to information submitted under Customer's account, or fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted under Customer's account or by Customer.

10) GOVERNING LAW AND ARBITRATION

- **Governing Law.** This agreement is governed by the laws of the State of Colorado (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement.
- **Enforcement.** Blink Session may enforce its rights and obligations under these Terms in any court of competent jurisdiction.
- **Equitable Relief.** Notwithstanding anything above, Blink Session may seek and obtain injunctive and equitable relief in any court of competent jurisdiction without restriction or required process in this agreement.
- **PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS.** EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL PARTY BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, CLASS OR REPRESENTATIVE PROCEEDING.

11) OTHER TERMS

- **Consent to Electronic Notice, Communications and Transactions.** For purposes of messages and notices about the Service (including without limitation, collections and payments issues), Blink Session may send email notices to the email address associated with Customer's account or provide in service notifications. For certain notices (e.g., notices regarding termination or material breaches), Blink Session may send notices to the postal address provided by Customer. **Blink Session has no liability associated with Customer's failure to maintain accurate contact information within the Service or its failure to review any emails or in service notices.** Customer will have the ability to enter into agreements, authorizations, consents and applications; make referrals; order lab tests; prescribe medications; or engage in others transactions electronically. CUSTOMER

AGREES THAT ITS ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE ITS AGREEMENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. Customer represents and warrants that it has the authority to take such actions.

- **Entire Agreement and Changes.** This agreement and the Order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless signed by both parties. Notwithstanding the foregoing, Blink Session may modify this agreement by posting modified Terms of Service on the Blink Session Dashboard and electronically notifying Customer of the changes thirty (30) days prior to the effective date of such changes. Customer agrees that by continuing to use the Service after posting of the modified Terms of Service, Customer agrees to be bound by the changes.
- **No Assignment.** Neither party may assign or transfer this agreement or an Order to a third party, except that this agreement with all Orders may be assigned (without the consent) as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- **Survival of Terms.** All terms survive termination of this agreement that by their nature survive for a party to assert its rights and receive the protections of this agreement. The Convention on Contracts for the International Sale of Goods does not apply.