



imaginetime

APPLICABLE TO ALL NEW SUBSCRIBERS TO IMAGINETIME, INC. SOFTWARE.

IMAGINETIME, INC. SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement is a subscription contract for services setting forth the terms and conditions of the license to use ImagineTime Cloud Software as defined below. Additional terms and restrictions as to use of the Cloud Software by Licensee are contained in the respective ImagineTime, Inc. (hereinafter "ImagineTime") End-User License Subscription Agreement(s) and are incorporated herein by reference. It is understood that this Agreement shall have been executed by a person having the legal capacity to bind the firm and its partners, associates, shareholders or members. This Agreement is terminable by either ImagineTime or Licensee pursuant to the terms contained herein and, unless otherwise terminated consistent herewith, shall automatically renew from month-to-month or year-to-year (as applicable).

CLOUD SOFTWARE: The term "Cloud Software" shall mean any computer software, electronic files, or access to the same through a web-based portal provided by ImagineTime to Licensee under the terms of this Agreement.

LICENSEE: The term "Licensee" shall mean the individual customer to whom is granted the License(s) under the terms of this Agreement.

CONTACT PERSON: The term "Contact Person" shall mean the person designated by the Licensee, if another, to receive all notices or other information regarding or affecting the License(s) or the Cloud Software. Licensee agrees to provide to ImagineTime with the name, address, telephone number and email address of said Contact Person and any changes thereto.

PAYMENT TERMS AND TERMINATION: This subscription contract for services is payable by means of a Subscription Fee, which fee shall be chargeable and accrue on or about the same business day of each year or month (as applicable) until termination of this Agreement by ImagineTime or until Licensee notifies ImagineTime of, and ImagineTime receives, notice of termination by Licensee in writing. Payment of Subscription Fees shall be made automatically by means of a charge by ImagineTime against Licensee's bank debit or credit card account, and Licensee agrees to keep said account current and in good standing such that charges against same may be collected; and further, to provide ImagineTime promptly of any change in account number, date of expiration or any other information necessary to ensure uninterrupted processing of said payment. ImagineTime is not obligated to prorate or to refund any accrued Subscription Fees. Subscription Fees are due and payable to ImagineTime at its offices in Rutherfordton, North Carolina, in advance and without demand (hereinafter "Due Date"). Any Subscription Fees that are due and payable to, and not received by, ImagineTime by the Due Date shall be considered delinquent. ImagineTime retains the right to, and shall, terminate Licensee's access to the Cloud Software in the event that Licensee is delinquent as defined above. AN ACTIVE SUBSCRIPTION IS REQUIRED IN ORDER TO USE THE CLOUD SOFTWARE OR TO OBTAIN TECHNICAL SUPPORT, INCLUDING, BUT NOT LIMITED TO, ACTIVATION, RE-ACTIVATION, REGISTRATION, RE-REGISTRATION AND AUTHORIZED TRANSFER BY LICENSEE OF THE CLOUD SOFTWARE TO ANOTHER USER, AND TERMINATION OF LICENSEE'S SUBSCRIPTION FOR ANY REASON SHALL FORTHWITH SERVE TO DENY ACCESS TO THE CLOUD SOFTWARE AND TO THE SERVICES AS AFORESAID.

ADDITIONAL TERMS

UPDATES: Except as otherwise provided in this Agreement, while this Agreement is in effect, ImagineTime shall provide the most current version of the Cloud Software to Licensee during the term of this Agreement. Additional components may become available, and changes, modifications, additions or removals of components, generally for the purpose of increased functionality, may be provided to Licensee, at no additional charge or for an additional charge, as determined by ImagineTime, in its sole discretion, from time to time.

ADDITIONAL SERVICES: ImagineTime provides training materials accessible within the Cloud Software and online at www.imaginetime.com. ImagineTime offers unlimited customer support relative to the Cloud Software at no additional charge to current Licensees. ImagineTime reserves the right to change, add or remove items from the list of Additional Services, whether free or chargeable, or to charge a fee for any Additional Service prior to its delivery and to deny the Additional Service to any Licensee for any reason in the sole discretion of ImagineTime. These and other services may be offered to Licensee by mail, electronic mail, text messaging, telephone, facsimile, by means of the ImagineTime web site or by any other method, at the sole discretion of ImagineTime.

GRANT OF LICENSE: ImagineTime grants to Licensee such number of licenses to use the Cloud Software as to which Licensee shall subscribe. One license is required for each authorized Account to the Cloud Services. Additional licenses may be added to Licensee's Subscription Fee. In the event that Subscription Fee payments are not received as provided for in this Agreement, ImagineTime may revoke the Grant of License in this Agreement without further notice to Licensee.

LIMITED WARRANTY: THIS CLOUD SOFTWARE IS PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMAGINETIME DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT, WITH REGARD TO THE SERVICES. THE ENTIRE RISK RELATED TO THE QUALITY AND PERFORMANCE OF THE CLOUD SOFTWARE IS ON THE LICENSEE. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. In the event ImagineTime fails to remedy material defects in the Cloud Software, Licensee's exclusive remedy shall be, at ImagineTime's option, either (a) to receive a refund not to exceed the Subscription Fee paid hereunder for the current term of the Agreement, or (b) to correct the Cloud Software at ImagineTime's sole expense.

NO LIABILITY FOR DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGINETIME BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE CLOUD SOFTWARE, EVEN IF IMAGINETIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

GENERAL: In the event the terms of this Agreement conflict with any other representations, either express or implied, made by any person or contained within any materials supplied by ImagineTime, the provisions of this Agreement shall prevail. All prices and terms are subject to change and ImagineTime reserves the right to increase Licensee's Subscription Fee rate upon written notice to Licensee given not less than sixty (60) days prior to the effective date thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable then the provision shall be severed, and the other provisions shall remain in full force and effect. Venue for any cause of action arising under or in connection with this Agreement shall be Rutherford County, North Carolina, for state law matters and the Western District of North Carolina, for federal law matters. Licensee's acceptance of this Agreement constitutes express written consent for ImagineTime to send information to Licensee or Licensee's designee for any purpose via facsimile transmission or by text messaging to any wireless device number that Licensee or Licensee's designee provides to ImagineTime, and constitutes express written consent for ImagineTime to contact Licensee or Licensee's designee via telephone or electronic mail, or via any wireless telephone number that Licensee or Licensee's designee provides to ImagineTime. Failure by ImagineTime to exercise any of its rights under this Agreement shall not be construed as to waive ImagineTime's ability to exercise such rights thereafter.

IMAGINETIME END USER LICENSE AGREEMENT

PLEASE CAREFULLY REVIEW THE FOLLOWING END USER LICENSE AGREEMENT OF IMAGINETIME, INC. (HEREINAFTER "ImagineTime") AND ANY AND ALL TERMS OF USE THAT REFERENCE THIS AGREEMENT (HEREINAFTER, THE "Agreement"). THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN SUBSCRIBER AND IMAGINETIME. THIS AGREEMENT EXPRESSLY INCORPORATES ANY AND ALL TERMS OF USE THAT REFERENCE THIS AGREEMENT. THIS AGREEMENT GOVERNS

ALL USE OF IMAGINETIME'S RANGE OF CLOUD SOFTWARE, CLOUD SERVICES, AND ANY ASSOCIATED DOCUMENTATION, BOTH ONLINE AND OFFLINE.

BY CLICKING "I AGREE" OR BY USING THE CLOUD SOFTWARE OR CLOUD SERVICES, SUBSCRIBER CONSENTS TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF SUBSCRIBER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, SUBSCRIBER SHALL IMMEDIATELY STOP USING THE CLOUD SERVICES AND / OR CLOUD SOFTWARE.

IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY TERMS OF USE, THE TERMS OF THIS AGREEMENT SHALL PREVAIL AND CONTROL.

ImagineTime may modify the terms of this Agreement from time to time and shall post the most current version at www.imaginetime.com; it is Subscriber's responsibility to monitor and stay informed of any changes that Subscriber's continued use of the Cloud Software and/or Cloud Services following modification of this Agreement shall constitute and Subscriber herewith consents to be bound by the modified Agreement.

1. DEFINITIONS:

"Account" means the account located upon the Infrastructure, created and maintained by Subscriber in order to access the Cloud Services, containing information provided by Subscriber and protected by a username and password designated by Subscriber.

"Cloud Services" include (i) access to Cloud Software (as defined herein), (ii) technical and customer support (as described herein), (iii) backups (as described herein), and (iv) any documentation both on- and offline, as well as any modifications, derivatives, updates or upgrades as may be offered by ImagineTime from time to time, and which are subscribed to by the Subscriber via a Subscription.

"Cloud Software" means any ImagineTime software which is accessed by the Subscriber using a web-based portal provided by ImagineTime..

"Device" means Apple®, Windows® or non- Windows servers, workstations, computers or any mobile devices upon which or through which the Cloud Services are used.

"Infrastructure" means the technical systems, hardware, website, and all connected devices of ImagineTime or its third party suppliers.

"Order" means the agreement to subscribe to Cloud Services as between Subscriber and ImagineTime.

"Subscriber" means an individual to which Cloud Services are provided by and as agreed to by ImagineTime.

"Subscription" means the non-exclusive, non-transferable right to use the Cloud Services as ordered by Subscriber, subject to the terms of this Agreement and the full and timely payment of the Subscription Fees.

"Subscription Fees" means the fees payable in respect of an Order.

2. SUBSCRIPTION: Subject to the terms and conditions of this Agreement, Subscriber may use the Cloud Services only in accordance with any written communication by ImagineTime to Subscriber, including any then-current product documentation as posted on www.imaginetime.com from time to time. A Subscriber may choose to subscribe to one or more Cloud Services under his or her Subscription as may be offered by ImagineTime from time to time. ImagineTime shall make commercially reasonable efforts to provide the Cloud Services to Subscriber. This Agreement applies to the Subscriber who uses the Cloud Services on one or more Devices as owned, operated or overseen by Subscriber to facilitate the provision of services as provided to Subscriber by ImagineTime. Throughout the Subscription Period, unless terminated in

accordance with the terms herein, ImagineTime grants Subscriber the following rights only if Subscriber complies with all of the terms of this Agreement.

The Subscription begins at the time the Subscriber's Subscription is activated by ImagineTime (other than on a trial basis) and thereafter continues in effect until the date of termination as set forth hereinafter. A Subscription occurs on a monthly or yearly basis; the minimum length of this Agreement is one (1) month. Set-up costs are included in the initial Subscription Fee. Recurring charges for Cloud Services provided following the initial Subscription period will be billed, owed, and due monthly or annually (as applicable). A Subscription may terminate in whole or in part due to (i) Subscriber's cancellation or (ii) breach of any of terms of this Agreement including non-payment of any Fees when due or (iii) at ImagineTime's sole discretion.

After the initial Subscription period, cancellation may occur with thirty (30) days' notice in writing, or by phone with an email confirmation. Should the Subscriber require a copy of the data file upon termination, a desktop version of the ImagineTime software may be purchased at the then-current rates listed on www.imaginetime.com. Subscription Fees are non-refundable if Subscriber cancels or if the Subscription is terminated for cause. As of the effective date of cancellation or termination Subscriber shall no longer be able and shall have no further right to access or use the particular Cloud Services which have been canceled or terminated. All licenses granted hereunder shall be month-to-month or year-to-year (as applicable) licenses and shall self-renew and self-extend from month-to-month or year-to-year (as applicable) unless and until Subscriber notifies ImagineTime in writing or via email actually received by ImagineTime of Subscriber's intent to cancel.

Subscription fees shall be chargeable and accrue on or about the same business day of each month or year (as applicable) until cancellation of this Agreement by either Party. Payment of Subscription Fees shall be made automatically by means of a charge by ImagineTime against Subscriber's bank debit or credit card account, and Subscriber agrees to keep said account current and in good standing such that charges against same may be collected; and further, to provide ImagineTime promptly of any change in account number, date of expiration or any other information necessary to ensure uninterrupted processing of said payment. ImagineTime is not obligated to prorate or to refund any accrued Subscription Fees. Subscription Fees are due and payable to ImagineTime at its offices in Rutherfordton, North Carolina, in advance and without demand (hereinafter "Due Date"). Any Subscription Fees that are due and payable to, and not received by, ImagineTime by the Due Date shall be considered delinquent. ImagineTime retains the right to, and shall, terminate Subscriber's access to the Software in the event that Subscriber is delinquent as defined above. ImagineTime may charge a fee for reinstatement of suspended or terminated accounts. Subscriber agrees that until the Subscription to the Cloud Services is terminated, Subscriber will continue to accrue charges for which Subscriber remain responsible, even if Subscriber does not use the Cloud Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse ImagineTime for all expenses incurred to recover sums due, including attorney fees and other legal expenses. AN ACTIVE SUBSCRIPTION IS REQUIRED IN ORDER TO USE THE CLOUD SERVICES OR TO OBTAIN TECHNICAL SUPPORT, INCLUDING, BUT NOT LIMITED TO, ACTIVATION, RE-ACTIVATION, REGISTRATION OR RE-REGISTRATION AND AUTHORIZED TRANSFER BY SUBSCRIBER OF THE CLOUD SERVICES TO ANOTHER USER, AND TERMINATION OF SUBSCRIBER'S SUBSCRIPTION FOR CLOUD SERVICES FOR ANY REASON SHALL FORTHWITH SERVE TO DENY ACCESS TO THE CLOUD SOFTWARE AND CLOUD SERVICES AS AFORESAID.

3. GRANT OF RIGHT OF USE: The Cloud Services are licensed and not sold. During a Subscription period and subject to the due payment by Subscriber and receipt by ImagineTime of all due and payable Subscription Fees, ImagineTime grants Subscriber a revocable, limited, non-transferable, non-exclusive license to access ImagineTime's Cloud Software and use the Cloud Service pursuant to the terms of this Agreement. This Agreement covers any updates, new releases or enhancement(s) of the Cloud Services, which ImagineTime may make available to Subscriber from time to time.

4. ACCOUNT; SECURITY: ImagineTime respects Subscriber's privacy and the terms of ImagineTime's Privacy Policy can be found at www.imaginetime.com. To access and use the Cloud Services, Subscriber must create an account that is protected by a username and password (hereinafter "Account") and Subscriber must keep any passwords and other Account details secret. Subscriber agrees to provide ImagineTime with accurate and complete information when registering for an Account and at all times thereafter. ImagineTime must be promptly notified if changes to Subscriber's information shall occur.

Subscriber is solely responsible for access to, content in, maintaining the confidentiality of, or sharing and use of its Account. A Subscriber shall not transfer or share its Account or Account information with anyone, and ImagineTime reserves the right to immediately terminate the Account in the event of any unauthorized transfer or sharing thereof. ImagineTime shall not be liable for any loss or damage arising from any access to, content in, or sharing and use of Subscriber's Account. In the event that Subscriber believes or suspects there has been any unauthorized access to the Account, Subscriber must notify ImagineTime immediately.

5. USAGE: This Agreement provides for one distinct user per Account. Additional users may be added by purchasing additional Subscriptions at the then-current rates found at www.imaginetime.com. New users starting after payment of the initial Subscription Fee will be charged a pro-rated Subscription Fee for the remainder of the Subscription period. Subscription Fees are subject to change, but will be preceded by a 60-day notification of the planned change.

All ImagineTime software is to remain on the Infrastructure. Copying or downloading of Cloud Software or other ImagineTime materials, in whole or in part, is strictly prohibited. The Cloud Services described herein are separate and distinct from any rights or obligations of Subscriber or ImagineTime associated with any desktop license/software Subscriber may purchase from ImagineTime at any given time. Subscriber may, upon termination of services under this Agreement, revert to use of its desktop license, if any.

Subscriber acknowledges that ImagineTime may establish general practices and limits concerning use of the Cloud Services, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted on the Infrastructure on Subscriber's behalf, and the maximum number of times (and the maximum duration for which) Subscriber may access the Cloud Services in a given period of time. Subscriber agrees that ImagineTime has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through the Infrastructure.

6. BACKUPS: ImagineTime shall maintain nightly rolling backups of the last seven (7) days. ImagineTime has no obligation to retain any Subscriber information or provide any backup services other than as expressly stated herein. ImagineTime will assist in the restoration of any backup, as may be reasonably requested by Subscriber.

7. AVAILABILITY OF CLOUD SERVICES: ImagineTime makes reasonable assurances that the Cloud Services will be available 24/7, but cannot guarantee system outages outside ImagineTime's control will not occur. Subscriber understands and agrees that temporary interruptions of the Cloud Services available through this Agreement may occur as normal events, and in such cases, ImagineTime shall have no liability to Subscriber for any damages resulting from such outages. In the case of outage, ImagineTime will use commercially reasonable efforts to provide alternative access to Cloud Services within 24 hours. ImagineTime will notify Subscriber (via email, preferably) regarding any planned outages, due to upgrades or Infrastructure maintenance.

ImagineTime may, in its sole discretion and for reasons not related to Subscriber conduct, terminate Subscriber access to all or part of the Cloud Services, or discontinue the Cloud Services entirely with or without notice. In the event ImagineTime terminates the Cloud Services or this Agreement without cause, ImagineTime will provide Subscriber with a desktop license/software version of the ImagineTime software at no additional charge and aid in the transfer of any data, as needed, to the desktop software, at Subscriber's request. Any technical support must be purchased at the then-current rates listed on www.imaginetime.com. In the event the Subscriber declines to install the desktop software, a copy of the data file will be provided at no charge to the Subscriber.

8. SUPPORT: During a Subscription period, ImagineTime will provide Subscriber with the support described in this paragraph (hereinafter "Support") on a local office's business hours basis which shall ordinarily be from 9 AM through 6 PM ET, Monday through Friday. In ImagineTime's sole determination, Support shall consist of: (i) telephone or electronic support to Subscriber in order to help Subscriber locate and, on Subscriber's own, correct problems with the Cloud Services and/or (ii) supplying extensions, enhancements and other changes that ImagineTime may make to the Cloud Services from time to time and which are made publicly available, without additional charge, to other Subscribers of the Cloud Services that are

entitled to Support. ImagineTime shall provide incident-specific customer support regarding the use of the ImagineTime Practice Management software. A support incident is understood to be limited to a specific question about how to implement or use a feature. Support technicians may direct the user to video presentations about feature implementation, where appropriate. Support is generally available during ImagineTime's regular business days/hours. More in-depth, focused one-hour training sessions can be purchased by Subscriber at the then current rate listed on the ImagineTime Website.

9. SUBSCRIBER'S CONDUCT; CONTENT OF DATA: Subscriber must comply at all times with any and all applicable local, state, federal and international laws and treaties. Subscriber warrants that it has obtained sufficient consent and rights (i) to access any third Party's or End User's systems or networks, and (ii) to access, use and store all data and files on the Infrastructure or otherwise use via the Cloud Services such data and files. ImagineTime may, in its sole discretion, terminate or suspend Subscriber access to all or part of the Cloud Services with or without notice, following Subscriber's breach of this Agreement. Further, any suspected fraudulent, abusive or illegal activity may be grounds for terminating Subscriber's access to Cloud Services. Upon termination or suspension, regardless of the reasons therefore, Subscriber's right to use the Cloud Services shall immediately cease, and Subscriber acknowledges and agrees that ImagineTime may immediately deactivate or delete its Account and all related information and files in its Account and/or bar any further access to such Cloud Services or the Infrastructure. In such event, ImagineTime shall not be liable to Subscriber or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by ImagineTime in connection therewith. Subscriber acknowledges that ImagineTime has no knowledge of, and is in no way responsible for, any of the content of Subscriber's data or files.

10. DATA PROTECTION: Each of ImagineTime and Subscriber shall comply with its respective obligations under applicable data protection laws. Neither party shall do any act that puts the other party in breach of its obligations, nor shall anything in this Agreement be deemed to prevent any party from taking any action it reasonably deems necessary to comply with data protection laws. Subscriber agrees that during the course of this Agreement: (i) with respect to data Subscriber collects, accesses or otherwise uses, Subscriber alone shall determine the purposes for which and the manner in which such data are, or will be, processed; and (ii) Subscriber is the data controller with respect to all such data Subscriber may process. ImagineTime shall at all times be in accordance with the requirements of data protection laws and Subscriber shall fully indemnify and hold ImagineTime harmless as against any loss, damages, liability and costs (including attorney's fees) incurred by ImagineTime as a result of any breach of data protection laws by Subscriber.

ImagineTime shall comply with requests for information from legitimate judicial, legal or regulatory authorities or pursuant to any court order or subpoena, discovery request or other lawful process that ImagineTime may receive. ImagineTime may comply with these subpoenas or court orders with or without notice to Subscriber.

11. RESTRICTIONS: Except as otherwise expressly provided under this Agreement, Subscriber shall have no right and Subscriber shall not permit any third party to: (i) harm, disrupt or otherwise engage in activity that diminishes the ImagineTime brand, Cloud Services, or Infrastructure; (ii) use the Cloud Services in a manner that shall result in excessive bandwidth or storage or shall exceed any permitted usage as solely determined by ImagineTime; (iii) transfer, assign or sublicense the limited rights granted to Subscriber in this Agreement to any other person or entity, or use the Cloud Services other than as authorized, and any such attempted transfer, assignment, sublicense or unauthorized use shall be void; (iv) make error corrections to or otherwise modify or adapt the Services or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Services or of any files contained or generated using the Services by any means whatsoever or otherwise reduce the Services to human-readable form, except to the minimum extent expressly permitted under applicable law notwithstanding this restriction; or (v) attempt to alter, circumvent or provide the method or means to circumvent any disabling mechanism in the Cloud Services; or (vi) use the Cloud Services in any manner not expressly authorized herein; or (vii) alter, remove or fail to reproduce any proprietary notices from the Cloud Services; or (viii) misrepresent any person or entity's identity, impersonate any person or attempt to gain access to any Account, the Infrastructure or the networks or property of any third person, without authorization.

12. **INTELLECTUAL PROPERTY RIGHTS:** The Cloud Services are protected by world-wide copyright, trademark, patent and other intellectual property laws and treaties and belong to ImagineTime, its licensors and any applicable ImagineTime agent and third-Party contractor. Subscriber acknowledges (i) that rights in the Cloud Services are licensed and not sold to Subscriber; (ii) that Subscriber shall have no rights or title in or to the Cloud Services other than the right to use them in accordance with the terms of this Agreement; and (iii) that Open Source and/or third party software may be incorporated into the Cloud Services provided by ImagineTime. ImagineTime, its licensors and any applicable third parties, own all title, copyright and other intellectual property rights in and to the Cloud Services. The Cloud Services, in all formats existing, are a trade secret of and proprietary to ImagineTime, its suppliers and/or licensors, including but not limited to, the specific internal code, design and structure of individual programs and software, the display and associated interface information. Subscriber shall not disclose the confidential aspects of the Cloud Services to unauthorized third parties.

13. **THIRD PARTY COMPONENTS:** Part of the Cloud Services may incorporate third party proprietary services and/or software. If and to the extent such third party services and/or software are an integral part of the Cloud Services, such third parties shall be deemed ImagineTime Agents and the terms of this Agreement shall apply to such ImagineTime Agents. If and to the extent Subscriber contracts independently with independent third parties, the terms of such third party contract shall apply to the relationship between Subscriber and such independent contractor and ImagineTime shall have no liability with respect thereto. In addition, part of the Cloud Services may incorporate and consist of third party open source software (hereinafter "Open Source"), which Subscriber may use under the terms and conditions of the specific license under which the Open Source software is distributed. Subscriber agrees that Subscriber will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s). Any Open Source software provided with or contained in the Cloud Services is provided AS IS and without any warranty of any kind.

14. **SERVICE EVALUATIONS AND FREWARE:** With ImagineTime's consent Subscriber may evaluate the Cloud Services for up to thirty (30) days at no cost. Subscriber may evaluate the Cloud Services only to determine whether to license the Cloud Services. Subscriber may only evaluate the Cloud Services once. At the end of the evaluation period, Subscriber must either license the Cloud Services or cease all use of such Cloud Services. Subscriber's use of the Cloud Services during an evaluation period or for any Service that is offered as freeware shall be without warranty of any kind and is provided AS IS. ImagineTime has no duty to provide support to Subscriber during any evaluation period or for any Service offered as freeware but may do so at its sole discretion.

15. **DISCLAIMER OF WARRANTIES:** THE CLOUD SERVICES ARE PROVIDED TO SUBSCRIBER ON AN AS IS AND ON AN AS IS AVAILABLE BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WARRANTIES FOR LATENT OR HIDDEN DEFECTS. IMAGINETIME DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE CLOUD SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE OPERATION OF THE CLOUD SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CLOUD SERVICES WILL BE CORRECTED. FURTHERMORE, IMAGINETIME DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLOUD SERVICES PROVIDED WITH RESPECT TO CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IF THIS EXCLUSION IS NOT PERMITTED BY LAW, IMAGINETIME LIMITS ANY EXPRESS, STATUTORY OR IMPLIED WARRANTIES AS TO DURATION TO THE EXTENT OF THIS LIMITED WARRANTY AND THE REPAIR OR REPLACEMENT REMEDY AS DETERMINED BY IMAGINETIME IN ITS SOLE DISCRETION.

16. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGINETIME OR IMAGINETIME'S AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE CLOUD SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, UNDER ANY THEORY OF LAW OR FAULT OF IMAGINETIME OR ANY OF IMAGINETIME'S AGENTS, AND EVEN IF IMAGINETIME OR ANY OF IMAGINETIME'S AGENTS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. IMAGINETIME EXCLUDES ANY LIABILITY FOR FAILURE TO REPAIR ANY CLOUD SERVICES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY THAT IMAGINETIME SHALL INCUR HEREUNDER SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY SUBSCRIBER FOR THE RESPECTIVE SERVICE FOR THE AGREEMENT TERM EMBRACING THE DATE WHEN THE APPLICABLE CLAIM AROSE.

17. INDEMNIFICATION: Subscriber agrees to indemnify, defend and hold ImagineTime and ImagineTime's agents harmless from and against any and all damages, fines, penalties, assessments, liabilities, losses, costs and expenses (including attorney's fees, expert fees and out-of-pocket expenses) in connection with (i) Subscriber's use of the Cloud Services, (ii) Subscriber's violation of the terms of this Agreement, (iii) Subscriber's violation of any third party rights, including any intellectual property rights, (iv) Subscriber's misuse or fraudulent use of credit and debit cards, (v) any claims that the Cloud Services or any party thereof were exported or otherwise shipped or transported by Subscriber in violation of applicable laws, rules and regulations, or (vi) any claim of misuse of the Cloud Services, including, but not limited to, any claim that Subscriber is storing illegal files or data in Subscriber's Account.

18. EFFECT OF TERMINATION: Without prejudice to any other rights, ImagineTime may suspend or terminate, in part or in whole, without notice, Subscriber's use of the Cloud Services and this Agreement if Subscriber does not abide by its terms, or in ImagineTime's sole discretion in which case Subscriber must cease all use of the Cloud Services. Sections 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 21, and 22 shall survive any termination of this Agreement.

19. ENTIRE AGREEMENT: This Agreement (as may be amended from time to time) is the entire agreement between Subscriber and ImagineTime relating to the Cloud Services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Cloud Services. To the extent the terms of any ImagineTime Terms of Use, policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall prevail and control. In addition, the terms set out in this Agreement shall prevail and control over any and all additional or conflicting terms or provisions contained in any document of Subscriber's, whether set out in a purchase order or alternative license, and any and all such additional or conflicting terms shall be void ab initio and shall have no effect.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable then the provision shall be severed, and the other provisions shall remain in full force and effect. Venue for any cause of action arising under or in connection with this Agreement shall be Rutherford County, North Carolina, for state law matters and the Western District of North Carolina, for federal law matters.

21. TAXES: Any sales, use, value added or other taxes (including applicable withholding taxes), shall be borne by the Subscriber. Accordingly, Subscriber shall pay or, if paid by ImagineTime, shall reimburse ImagineTime for all such taxes based on this License or any fees payable hereunder (but not any taxes based upon ImagineTime's revenues or income), together with any interest and penalties on such taxes if not due to ImagineTime's delay.

22. EQUITABLE RELIEF: The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof (without any requirement to post bond or guarantee), in addition to any other remedy to which they are entitled at law or in equity.

23. MISCELLANEOUS: The delay or failure of ImagineTime to exercise any right provided in this Agreement shall not be deemed a waiver of that right. This Agreement may not be amended by Subscriber, but ImagineTime may amend this Agreement from time to time and shall post any amended Agreement on its website at www.imaginetime.com. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all written and oral prior agreements, negotiations and discussions between the parties relating to it. This Agreement is for the sole benefit of ImagineTime and Subscriber and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If any provision of this Agreement shall be held to be illegal, void or unenforceable by any court of competent jurisdiction or by arbitral tribunal, such provision shall be of no force and effect and shall not impair the

enforceability of any other provision of this Agreement and the parties agree that the relevant provision shall be deemed replaced by such provision which is binding and enforceable and which differs as little as possible from the non-binding and/or non-enforceable provision, taking into effect the object and purpose of this Agreement. The remedies of the parties under this Agreement are cumulative and will not exclude any other remedies to which the respective party may be lawfully entitled. All notices must be in writing and shall be mailed by registered or certified mail (effective on the third day following the date of mailing), or sent via email to support@imagineTime.net (with evidence of effective transmission). All notices must be addressed to Customer Service Dept., ImagineTime, Inc., P.O. Box 667, Rutherfordton, NC 28139. Subscriber may not assign, pledge or otherwise transfer this Agreement, or any rights or obligations hereunder in whole or in part to any other entity. Paragraph headings are for convenience and shall have no effect on interpretation. Third party software shall be exclusively subject to the terms and conditions between the third party software provider and third party software Customer. ImagineTime shall have no liability for third party software.

I, _____, authorized representative of _____ (client) hereby acknowledge my agreement with the terms of service as stated above by signing below.

_____ Printed Name

_____ Signature

_____ Date