

Limbic Arc – Terms & Conditions

Monthly Subscription

Unless otherwise agreed by the Parties (such as a prepaid yearly subscription), Subscriber agrees to the monthly software subscription fee indicated on their purchase agreement or e-commerce transaction. (Sales tax is included in the monthly subscription fee for Utah residents.) This monthly license subscription fee will be automatically renewed each month on approximately the purchase anniversary date unless LIMBIC ARC is notified prior to the end of the previous subscription period. Subscriber may obtain additional licenses for the additional monthly fee indicated on their purchase agreement or e-commerce transaction for each additional system. Subscriber agrees to provide LIMBIC ARC a credit or debit card to be processed each month. Subscriber agrees to maintain updated and valid credit card information with LIMBIC ARC through the period of this Agreement. If a monthly subscription charge is declined by Subscriber's bank card provider, LIMBIC ARC may immediately suspend Subscriber's software license and disable the LIMBIC ARC software subscription. LIMBIC ARC software updates will be available to Subscriber at no charge based on a currently active subscription. LIMBIC ARC will not provide software updates without a current subscription.

Subscription Price Adjustments

Unless prepaid by Subscriber, Subscriber understands that LIMBIC ARC may increase the monthly subscription fee. LIMBIC ARC agrees to provide 20-days' notice to Subscriber prior to any price increase becoming effective.

Limitations on Sale and Use

Subscriber agrees to not use any LIMBIC ARC software available pursuant to this Agreement to diagnose, treat, or cure any disease or medical condition. Subscriber acknowledges that learning to use and market the software correctly and legally is the responsibility of the Subscriber, and that LIMBIC ARC is not responsible for Subscriber's ability/inability to master the necessary skills to utilize and market LIMBIC ARC technology. Subscriber agrees to not market LIMBIC ARC products for any off-label use or purposes and use LIMBIC ARC products only as set forth by LIMBIC ARC.

Indemnification

Subscriber agrees to indemnify, defend, and hold LIMBIC ARC and its officers, directors, employees, agents, affiliates, and representatives (collectively “Affiliates”) harmless for, from and against any and all losses, damages, costs, liabilities, claims, actions, and expenses (including, without limitation, attorneys’ fees, litigation costs, court costs and amounts paid in investigation, defense, or settlement of any of the foregoing, whether incurred at the arbitration, trial, appellate, or administrative levels) (collectively, “Damages”), (whether or not arising out of third-party claims and whether arising in contract, tort, or otherwise) arising out of or related to (i) Subscriber’s possession, use, or marketing of the LIMBIC ARC software; (ii) the use of any services, including but not limited to software, provided by LIMBIC ARC; or (iii) Subscriber’s breach of any term of this Agreement.

Prohibition on Reverse Engineering, Decompilation, and Disassembly

Subscriber agrees that they will not at any time or in any circumstance reverse engineer, decompile, or disassemble the LIMBIC ARC software.

Copyright

Subscriber agrees that all interest and title in all intellectual property, broadly defined, associated with the LIMBIC ARC software (broadly defined), and any copies thereof, are solely the property of LIMBIC ARC. All title and intellectual property rights in and to all content which may be accessed through use of LIMBIC ARC hardware and software is the sole property of LIMBIC ARC. This Agreement grants Subscriber no rights to use such content outside the normal and typical operation of the LIMBIC ARC system. All rights not expressly granted are reserved by and for the sole benefit of LIMBIC ARC.

Disclaimer/Limitation of Liability

IN NO EVENT SHALL LIMBIC ARC BE LIABLE TO ANYONE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF LIMBIC ARC’S PRODUCTS, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF LIMBIC ARC OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REMOVAL AND REINSTALLATION OF

ITEMS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS. EXCEPT FOR PERSONAL INJURY CAUSED BY LIMBIC ARC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE ENTIRE LIABILITY OF LIMBIC ARC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS FOR ANY DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE PRICE ACTUALLY PAID FOR THE PARTICULAR GOODS INVOLVED. Subscriber agrees that any cause of action they might assert against LIMBIC ARC must be commenced within one (1) year from the date the cause of action accrued. Subscriber will not pursue any claims against LIMBIC ARC for any liability LIMBIC ARC may have to Subscriber until Subscriber first makes claims against their insurance provider(s) and such insurance provider(s) finally resolve(s) such claims.

Interruption of Service and Excusable Delays

In the event of a delay in the performance of any obligation of LIMBIC ARC due to any causes other than the gross negligence of LIMBIC ARC, the deliveries and performance required of LIMBIC ARC under this Agreement shall be extended by a period of time no greater than the time lost because of any such delay, and LIMBIC ARC shall make every effort to minimize the delay. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government, acts of Subscriber, fires, floods, epidemics, quarantine restrictions, freight embargoes, trade or technology transfer restrictions, unforeseen circumstances, failure of electronic and/or computer systems, malicious computer hacking activity, unusually severe weather, and defaults or mistakes of subcontractors or vendors.

Dispute Resolution

All claims and disputes arising under or relating to this Agreement shall be resolved exclusively by final and binding arbitration in the state of Utah and the arbitrator shall apply Utah law consistent with the Federal Arbitration Act and the contractual limitations set forth herein. There shall be no authority for any claims to be litigated or arbitrated on a class or representative basis and Subscriber agrees to waive all rights to such class or representative proceedings. No judge or arbitrator may consolidate or join the claims of other persons or parties who may be similarly situated. An award of arbitration may be confirmed in a court of competent jurisdiction. The prevailing party in any dispute regarding this Agreement, or otherwise between the parties, agrees to pay all reasonable costs and fees, including attorney's fees and all arbiter's fees, associated with the dispute.

Compliance with Laws

Each party agrees to comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement. Subscriber specifically agrees to only use, market, and advertise the LIMBIC ARC system in accordance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to refraining from any claims to diagnose, treat, or cure any disease or medical condition.

Limitations on Software Installation

LIMBIC ARC grants Subscriber only one (1) license per system purchased. Subscriber may install the software on no more than two (2) computers or devices at any time, and Subscriber agrees that they will activate and use the license on only one (1) computer at any given time.

Miscellaneous

No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The failure of either party to exercise any of its rights under this document shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect.

Limitation on Applicability

These terms and conditions are subordinate to the Affiliate Agreement and Policies and Procedures which is a binding contract between Affiliates and Limbic Arc. Should there be any conflict between these terms and conditions and that contract, the terms of that contract will govern.

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