

This **License Agreement** is made between you (hereinafter "**Customer**") and RevitalVision, LLC (hereinafter "**Licensor**") with respect to the installation and use of this software and its accompanying documentation and equipment (hereinafter "**Product**"). By selecting "I accept the terms of the End-User License Agreement" below, **Customer** represents and warrants to **Licensor** that:

- (a) **Customer** is the specific individual that has been assigned **Product** access credentials by a **Licensor**-authorized Personal Vision Specialist, and further accepts all the terms of this **License Agreement**; or
- (b) **Customer** is the parent or legal guardian of a minor, who has been assigned **Product** access credentials by a **Licensor**-authorized Personal Vision Specialist, and further accept all the terms of this **License Agreement** on his/her behalf.

1. License

- 1.1 **Licensor** hereby grants **Customer** a non-exclusive license (hereinafter "**License**") to **Product**, subject to the terms and conditions of this **License Agreement**.
- 1.2 Such **License** is granted solely to **Customer** by **Licensor** is non-assignable and non-transferable. **Customer**, under this **License Agreement**, is deemed to be a single individual.
- 1.3 **Licensor** retains all rights, title, and interest in **Product**, including all copyrights and trademark rights, with the exception of those rights explicitly granted to **Customer**.

2. Scope of License

- 2.1 This **License** permits **Customer** to:
 - 2.1.1 Use **Product** for the purpose of performing a collection of various visual tasks (hereinafter "**RevitalVision Program**") as directed by **Licensor's** authorized representatives;
 - 2.1.2 Install **Product** on one or more computer systems that are under **Customer's** personal control; and
 - 2.1.3 Make one copy of **Product's** software media, for back-up purposes only, in its original and complete form.
- 2.2 **Customer** shall not:
 - 2.2.1 Install, use, or copy **Product** other than as permitted by this **License**, or use **Product** for any purpose other than performing **Customer's RevitalVision Program**, or use **Product** in any manner for which it was not intended;
 - 2.2.2 Install or use **Product** in such a way that simultaneous usage occurs – meaning that **Customer's RevitalVision Program** is being performed on more than one computer system at the same time;
 - 2.2.3 Grant any third-party access to **Product**, unless such parties possess a valid **License** and have been given their own **RevitalVision Program** to perform;
 - 2.2.4 Allow any other person to perform **Customer's RevitalVision Program** on **Customer's** behalf;
 - 2.2.5 Modify, adapt, merge, translate, decompile, disassemble, or reverse engineer **Product**, except to the extent that applicable law provides that such cannot be prohibited;
 - 2.2.6 Sell, assign, rent, sub-license, loan, mortgage, charge, or otherwise deal in any way in **Product**, or any interest in **Product**, except as expressly provided for in this **License**.
- 2.3 **Customer** understands and accepts that **Customer's RevitalVision Program** is for the sole use of **Customer**, and is not intended, designed, or permitted to be used or accessed by any third party. **Customer** further agrees to indemnify **Licensor** against any loss, damage, expense, and/or liability incurred by **Licensor**, including any claim by any third party, arising from such unauthorized access to **Product** or **RevitalVision Program** granted by **Customer**.
- 2.4 **Customer** understands and agrees that **Customer** is not relying on any other representations, assurances, statements, or undertakings by **Licensor**, except those contained in this **License Agreement** and **RevitalVision Program**.

3. Term of License

- 3.1 The duration of this **License** (hereinafter “**Term**”) shall be for the period required to fully complete **Customer’s RevitalVision Program**, but shall not exceed twelve (12) months from the date of acceptance of the **License Agreement**, unless earlier terminated pursuant to section 3.2.
- 3.2 **License** shall terminate immediately in the event **Customer** fails to abide by any terms or conditions of this **License Agreement**.
- 3.3 Upon termination of **License**, **Customer** shall remove **Product** from all applicable computer systems and further destroy and/or dispose of all copies of **Product**, in all applicable physical and electronic mediums, in **Customer’s** possession.

4. Directions for Use

- 4.1 **Customer** must strictly comply with all directions for use of **Product**, as described within **Product** documentation, and **RevitalVision Program** instructions, regime, schedule, and suitability assessment.
- 4.2 **Customer** understands that while no results can be guaranteed, as outcomes will vary from case-to-case, compliance with section 4.1 is considered one of the key factors for success of **RevitalVision Program**.
- 4.3 **Customer** agrees that **Licensor** shall not be liable for any loss, damage, or injury caused to **Customer** or **Customer’s** computer system, arising from any failure to comply with section 4.1.
- 4.4 **Customer** understands **Licensor** does not guarantee the accuracy or completeness of any doctor’s diagnosis or prescription for **Customer’s** condition. Further, **Customer** shall not hold **Licensor** responsible for any errors, by an act of commission or omission, in the diagnosis and prescription given by any doctor, healthcare provider, or medical professional.

5. Warranties and Remedies

- 5.1 **Licensor** warrants, for a period equivalent to the shorter of **Term** or six (6) months, that **Product** will perform substantially in accordance with its accompanying documentation (provided that **Product** is properly used on a computer system that meets minimum specifications stipulated in the Computer System Requirements section below), and that the documentation correctly describes the operation of **Product** in all material respects. In the event that a breach of warranty stated herein occurs, **Customer** can return **Product**.
- 5.2 The warranties set out in section 5.1 are **Licensor’s** sole warranties. **Licensor** makes no other warranties or representation, expressed or implied, arising from statute, custom or common law or otherwise, including and not limited to **WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**. **Licensor** hereby disclaims and excludes to the fullest extent permitted by law all warranties except those contained in Section 5.1. Section 5.1 also sets out **Customer’s** sole remedies for any breach of **Licensor’s** warranties.
- 5.3 In particular, **Licensor** makes no warranty that **Product** will meet **Customer’s** requirements, or that operation of **Product** will be uninterrupted or error-free, or that all errors in **Product** can be corrected, or that **RevitalVision Program** will be successful or will result in any improvement to **Customer’s** vision or condition.
- 5.4 **Customer’s** installation and use of **Product** and performance of **RevitalVision Program** is done at **Customer’s** own risk. In no event shall **Licensor** be liable for any loss or damage of any kind, including loss of profits or other consequential loss, arising from the use of, or inability to use, **Product**, or from errors or deficiencies in **Product**, whether caused by negligence or otherwise, or from any problem caused by **Product** to any computer system, or from any problem caused by **RevitalVision Program**, subject to any applicable restrictions imposed by law on such exclusion of liability.
- 5.5 Notwithstanding the language of Section 5.1, the liability of **Licensor** to **Customer** under or in relation to this **License Agreement**, or the performance of **Licensor’s** obligations

hereunder, shall not exceed, in the aggregate, the amount paid by **Customer** for **Product**.

6. Law and Jurisdiction

This **License Agreement** constitutes the entire agreement between **Customer** and **Licensor**, with respect to **Product** and its **License**, and shall be governed by, and construed in accordance with, the laws of the State of Kansas. The parties hereby agree that any dispute arising between them with respect to this **License Agreement**, the services or treatment performed or prescribed by **Licensor's** authorized representatives, or any other matter related to the transactions between the parties shall be submitted to a binding arbitration conducted in accordance with the rules of the American Arbitration Association relating to commercial disputes. Such arbitration shall be conducted in Johnson County, Kansas, and its results shall be confidential. **Licensor** shall appoint the arbitrator, who shall be a sitting or retired judge, and the parties shall share equally the arbitrator's charge and the associated expenses of the arbitration. The prevailing party in the arbitration may be awarded its attorneys' fees; provided, however, that the determination of the prevailing party shall not simply consider the party in whose favor the arbitration is decided, but rather shall be based on an evaluation of the parties' pre-arbitration demands and settlement offers and the actual outcome of the proceeding. For example, if prior to the arbitration **Customer** demands in connection with a dispute \$500.00 from **Licensor**, **Licensor** offers \$50.00, and the arbitrator awards **Customer** \$35.00, **Licensor** shall be determined to be the Prevailing Party, notwithstanding an award in **Customer's** favor.

Computer System Requirements

The minimum computer hardware, operating system, software, and configuration requirements for proper operation of **Product** on supported computer systems are defined as follows. Note that all computer systems are required to have Internet connectivity.

A. Desktop Computer Systems

1. **Hardware** (*all of the following*)
 - a. **Processor:** Intel Pentium 4 (or equivalent)
 - b. **System Memory:** 512 MB RAM
 - c. **Available Disk Space:** 200 MB
 - d. **Display:** (*one of the following*)
 - i. 17" Flat Panel Monitor (LCD)
 - ii. 17" Standard Monitor (CRT)
 - e. **Audio:** Sound Card with Speakers
 - f. **Mouse:** (*one of the following*)
 - i. 3-Button USB Mouse
 - ii. 2-Button USB Mouse with Wheel
2. **Operating System** (*one of the following*)
 - a. Windows XP, with Service Pack 3
 - b. Windows Vista, with Service Pack 1
 - c. Windows 7
3. **Software** (*all of the following*)
 - a. Microsoft .NET Framework, version 3.5 (included with Windows Vista and Windows 7)

B. Laptop Computer Systems

1. **Hardware** (*all of the following*)
 - a. **Processor:** Intel Mobile Pentium 4 (or equivalent)
 - b. **System Memory:** 512 MB RAM
 - c. **Available Disk Space:** 200 MB
 - d. **Display:** (*one of the following*)
 - i. 13" Laptop Screen
 - ii. 17" Flat Panel Monitor (LCD) or Standard Monitor (CRT) External Display
 - e. **Audio:** Sound Card with Speakers
 - f. **Mouse:** (*one of the following*)

- i. External 3-Button USB Mouse
 - ii. External 2-Button USB Mouse with Wheel
- 2. **Operating System** (*one of the following*)
 - a. Windows XP, with Service Pack 3
 - b. Windows Vista, with Service Pack 1
 - c. Windows 7
- 3. **Software** (*all of the following*)
 - a. Microsoft .NET Framework, version 3.5 (included with Windows Vista and Windows 7)