

SERVICES AGREEMENT

IMPORTANT – READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING. BY CHECKING “I AGREE” AND CLICKING “SUBMIT”, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND AGREE THAT YOU (OR THE ORGANIZATION ON BEHALF WHICH YOU ARE ACCEPTING THIS AGREEMENT) WILL BE BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ORGANIZATION. YOU FURTHER ACKNOWLEDGE THAT IF AFTER READING THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU DO NOT CONSENT THERETO, YOU SHALL EXIT THIS PAGE WITHOUT CHECKING “I AGREE” OR CLICKING “SUBMIT”, IN WHICH CASE YOU WILL NOT BE PROVIDED ACCESS TO THE SOFTWARE AND THE ASSOCIATED SERVICES AND YOU WILL NOT BE BOUND BY THE TERMS HEREOF.

1. Company’s Services. NeuroTrax™ Corporation (hereinafter “Company”) agrees to provide the organization or other applicant identified in the Registration Form hereinafter “You” or “Your”) with certain software as defined and further described in Section 3 (hereinafter, “Software”), technical support services as described in Section 4, and electronic assessments (“Data Reports”) substantially in the form of Exhibit A.

2. Your Responsibilities/Representations and Warranties. The following are Your responsibilities and shall not be the responsibility of Company under this Agreement.

2.1. Staff. You shall provide staffing necessary to perform testing on clients or other individuals and to allow for the operation of Your Office (as defined below).

2.2. Billing. You shall perform billing and collection services for testing performed by Your Office. You understand and agree that Company is not making any representations nor is furnishing You with any advice or recommendations about whether any of the testing or other services You may furnish to your clients or other individuals using the Software or Data Reports are covered by any payor, or how such testing or other services should be billed to any payor including, but not limited to, Medicare. You are solely responsible for determining the appropriate way to bill for all such testing and other services.

2.3. Repairs. You shall adequately maintain and repair all equipment owned by You and used in Your Office.

2.4. Hardware and Software. You shall provide the following technology components required by Company in order to maintain proper function of the Software provided hereunder.

2.4.1. You shall own and maintain Your own hardware for purposes of using the Software. Such hardware shall at a minimum consist of the following components:

- (a) 1400 MHz CPU or higher;
- (b) 512 Megabytes of RAM, or more;
- (c) Graphics Card with 16 Megabytes or more of memory and full support of DirectDraw;
- (d) 17 inch monitor or larger (for desktop);
- (e) Standard hard drive and related standard hardware;
- (f) Standard key pad with number pad;
- (g) Color printer;
- (h) USB mouse;
- (j) Internet connection; and
- (k) For a laptop:
 - Screen: 14" or larger;
 - External US mouse;
 - External keyboard or keypad.

2.4.2. If You provide mobile testing, You must own and maintain a laptop computer with an external mouse and keyboard and a 14 or 15 inch active matrix screen monitor for laptop in addition to the technology components set forth above in Section 2.4.1. (a)-(k).

2.4.3. You shall own and maintain Your own software for purposes of using the Software. Such software shall at a minimum consist of the following components:

- (a) Operating system: The following are supported
 - (i) Windows XP, Service Pack 2, 32-bit;
 - (ii) Windows 7 32-bit or 64-bit;
 - (iii) Windows 8;
- (b) DirectX 5.0 or higher; and
- (c) Internet Explorer 7 (including High Encryption Pack) or higher.

2.5. Employee Standards. You shall be responsible for training Your physicians and other employees who use the Software to perform assessments on Your clients or other individuals in accordance with the training requirements set by Company including, without limitation, on-line tutorial materials. You hereby (i) agree that testing using the Software will only be performed by personnel trained appropriately and otherwise qualified to perform such procedures, (ii) recognize, acknowledge and agree that Company shall have no liability for any claims by third parties arising from a breach

of the foregoing, and (ii) agree to indemnify and hold harmless Company from any such claims.

2.6. Insurance. You shall keep and maintain general liability and malpractice insurance for You and each of Your employees, shareholders, partners, agents, or other individuals who use the Software, Data Reports or other products or services furnished by Company hereunder to perform healthcare services (“Your Representatives”). At a minimum, such insurance shall provide coverage in the amount of one million Dollars (\$1,000,000) per occurrence, three million Dollars (\$3,000,000) in the aggregate, or whatever coverage is required by law, whichever is lower. If such insurance is maintained on a claims-made basis, such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, You shall purchase, or arrange for the purchase of, (i) an extended reporting endorsement (“Tail Coverage”) for the maximum period that may be purchased from Your insurer or (ii) “Prior Acts” coverage from the new insurer with a retroactive date on or prior to the date you downloaded or were mailed the Software, Data Reports or other products or services hereunder, or maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. In the event You are unable to obtain the required insurance for or on behalf of Your Representatives, You shall require Your Representatives to keep and maintain such insurance coverage individually. All such insurance shall be kept and maintained without cost or expense to Company. You and Your Representatives shall request You or their insurance carrier to provide Company with not less than thirty (30) days’ prior written notice in the event of a change in the professional liability and/or malpractice policy of You or Your Representatives. Upon reasonable request by Company, You shall provide to Company a certificate of insurance or other acceptable proof of such coverage.

2.7. Representations, Warranties and Covenants.

2.7.1 Organizational Representations. You make the following warranties and representations to Company, which You covenant are true and accurate as of the date of this Agreement and shall remain true and accurate during the term of the Agreement:

(a) You are an entity duly organized or formed, validly existing and in good standing under the laws of the state of organization indicated on Your Registration Form and have all requisite legal power, licenses, certifications and permits to enter into this Agreement and to perform Your obligations hereunder;

(b) You represent and warrant that, to the extent one of Your Representatives uses the Software or Data Reports furnished by Company hereunder to furnish health and wellness services, Your Representative is, and shall remain, duly licensed, certified, credentialed, accredited, permitted or authorized, to the extent required under applicable law, to engage in the performance of such healthcare services; and

(c) You represent and warrant that the execution of this Agreement and Your performance of Your obligations hereunder do not violate, conflict with, or constitute a default under or breach of, any judgment, order, writ, injunction, decree, or organizational document, or violate any statute, law, order, regulation, agreement or instrument (“Requirement”) to which You are bound as such Requirement is currently written or interpreted.

2.7.2. Program Exclusion Representations and Covenants. You make the following warranties and representations to Company, which You covenant are true and accurate as of the date of this Agreement and shall remain true and accurate throughout the term of this Agreement: With respect to any federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) or any State healthcare program as defined in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7(h)) (collectively, the “Government Programs”) You, any of Your Representatives, or an individual with a direct or indirect ownership or control interest in You, or, to the best of Your knowledge, any of Your directors, officers, agents or employees, are not debarred, suspended or excluded from any Government Programs.

3. License to NEUROTAX® Software; Access to Services.

3.1. Single-Site License. Subject to the terms and conditions hereof, Company hereby grants to You during the Initial Term and any Renewal Terms of this Agreement, as defined in Section 7.1: (i) a limited, non-exclusive, non-transferable, single-site license to use an executable copy of Company’s proprietary NeuroTrax™ cognitive testing software (the “Software”); and (ii) a limited, non-exclusive, non-transferable license to electronically upload test result data generated by the Software to Company’s central computer, all upon the terms and conditions set forth herein (the “License”). Company authorizes You to install the Software’s machine readable object code on Your computer system solely for use by Your authorized employees. You may use the Software solely at Your office (identified by You on the Registration Form) (“Office”) in the regular course of Your professional practice, for the purpose of providing measurements of brain function, and generation of Data Report for Your use in Your practice (the “Licensed Use”). Company shall permit You to download from Company’s website one (1) copy of the Software, in object code form, including the applicable User Documentation. Unless the context indicates otherwise, all references to the Software herein shall refer to and include the applicable User Documentation. “User Documentation” shall mean any user’s manual or other materials provided to You by Company, which describe functionality and/or procedures for using the Software and/or accessing the Services, and all updates, revisions, new versions, and supplements to such materials. “Services” shall mean Company’s computer analysis of test data submitted electronically to Company as aforesaid and the provision of Data Reports to You.

3.2. Breach. In the event You breach any of Your covenants or agreements in this Agreement, Company may, at its election, (i) suspend the provision of Services to You upon verbal or other notification to You, or (ii) terminate this Agreement and the License upon written notification to You. Upon expiration or termination of this

Agreement, You shall promptly remove and delete all copies of the Software from Your systems and certify in writing to Company that all such copies have been so removed and deleted.

3.3. Office Location. You may change the Office, as defined above, to another location with Company's prior written approval, which shall not be unreasonably withheld, provided that You pay Company's then-current transfer fee, if applicable.

3.4. Proprietary Information. You acknowledge and agree that the Software (and the computer programs resident on Company's computer system and utilized in the analysis of test data and generation of Data Reports), and the clinical assessment methodology embodied therein, are proprietary to Company, and that Company retains all right, title and interest therein and thereto and all copies, improvements, enhancements, modifications and derivative works of or based on the Software. You shall safeguard any and all copies of the Software against unauthorized disclosure and use, shall not, directly or indirectly, tamper with, bypass, or alter any security feature of the Software or of Company's computer system accessed in connection with the Services, or attempt to do so, and shall take all reasonable steps to ensure that the provisions of this Agreement are not violated by any person under Your control or in Your service. Title to and ownership of any and all proprietary rights including, without limitation, all patents, patent applications, copyrights, trademarks and trade secrets embodied in the Software and in the complementary computer programs resident on Company's computer system and utilized by Company in the analysis of test data and generation of Data Reports, whether now existing or which may exist in the future, shall remain solely with Company. No form of remote access to Company's computer system is permitted, other than as specified herein, and as authorized by Company from time to time in connection with the Licensed Use.

3.5. Covenants Regarding License. You agree not to cause or permit, directly or indirectly, any person, including but not limited to Your employees to (i) use, copy, modify, rent, lease, sub-license, distribute, disclose, or transfer the Software, any portion thereof, or any copy thereof to any other person or entity, except as expressly provided in this Agreement; (ii) decompile, reverse engineer, disassemble, attempt to disassemble, or otherwise reduce the Software to a human-perceivable form; or (iii) use the Software and/or Services in connection with a service bureau or other configuration whereby any third party would be able to use the Software or access the Services. You shall not make or permit to be made any copies of the Software object code; provided, however, that You may make one (1) copy of the Software solely for backup purposes. You shall leave intact or reproduce, as necessary, any proprietary rights, trademark, copyright or patent notice on any backup copy of the Software or related User Documents which You make pursuant hereto. You shall destroy the backup copy upon expiration or termination of the License granted hereunder. You will have no right under this Agreement, whether or not Company is in breach of this Agreement, to receive the source code for the Software, or for any software resident on Company's computers.

3.6. Payment. Pricing and payment terms are set forth in the Registration Form. Company may revise the pricing and payment terms according to the provisions of Section 7.1. Your continued use of the Software after any such changes in the pricing and payment terms are effective shall be deemed as Your acceptance of such revised terms.

3.7. Enhancements. From time to time, Company may, in its sole discretion, modify, enhance or otherwise revise the functional features of the Software and make such changes available to You at no additional charge, in lieu of the functional features previously provided.

3.8. Warranty; Limitation of Liability. Provided that You have currently paid all fees due hereunder and You have used the Software in compliance with then-current User Documentation, Company warrants that the Software as delivered by Company will perform in all material respects in accordance with the then-current User Documentation. Company's sole obligation and liability under this Section 3.8 shall be to repair or replace the Software, so that the Software will perform in substantial conformance with its User Documentation. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE WARRANTIES SET FORTH IN THIS SECTION 3.8 SHALL CONSTITUTE COMPANY'S SOLE AND EXCLUSIVE LIABILITY AND THE REMEDIES SET FORTH IN THIS SECTION 3.8 SHALL CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM ARISING FROM YOUR USE OF THE SOFTWARE AND/OR THE SERVICES.

3.9. No Warranty as to Use of Software. Except as specifically provided in Section 3.8, Company makes no representation or warranty regarding any aspect of the Software or of the Services, including, without limitation, the use of the Software or of any Data Reports rendered by company. The Data Reports are not provided for the purpose of diagnosis of any disease or condition and do not replace evaluation by a qualified medical professional. Care decisions, including determination of clinical diagnosis and treatment plan, are the sole responsibility of a physician. The Data Reports are designed to provide You and Your healthcare professionals with information relating to Your brain health and are not intended as the basis for medical decisions. You have sole responsibility for any and all treatment decisions based on information contained in any Data Reports and Company assumes no liability in respect thereof.

3.10. Compliance With Applicable Laws and Indemnification. You represent and warrant that: (i) Your use of the Software shall comply with all applicable federal, state, county and local laws, ordinances, codes, rules and regulations (collectively, "Laws"), including but not limited to Laws relating to the provision of medical services and relating to the privacy of medical information about individuals, and (ii) that You shall use the Software and access the Services solely for the Licensed Use. You shall indemnify and hold Company harmless from and against all claims, losses, liabilities, damages, expenses, fines or penalties and all related costs (including reasonable attorneys' fees and court costs) which result from a breach, alleged breach, or incurrence

of a settlement or avoidance of any such claim against Company arising directly or indirectly from a breach of the foregoing, regardless of whether such claim is based on negligence, gross negligence, intentional misconduct, or otherwise.

3.11. Password; Equipment. Company will provide You with such user IDs and passwords as may be necessary for You to access the Software and Services in accordance with this Agreement. You, at Your own expense, shall obtain, maintain and operate suitable and fully compatible computer equipment, communication devices, printers, toners, cartridges and related equipment, consumable items and software, including Internet connections, required to download the Software and access the Services. You shall assume full responsibility including expenses for remote connectivity necessary for such download and the transmission of test data and to access and use of the Services.

3.12. Disclaimer. COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, INCLUDING ATTORNEYS' FEES, FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE SOFTWARE OR THE SERVICES, FOR ANY LOSS OF BUSINESS BY YOU, OR FOR ANY OTHER LOSS FROM A CAUSE OR CAUSES WITHIN OR BEYOND THE CONTROL OF COMPANY IN CONNECTION WITH THE SERVICES CAUSED BY, RESULTING FROM OR IN ANY WAY RELATED DIRECTLY OR INDIRECTLY, TO THE SOFTWARE LICENSED OR THE SERVICES MADE AVAILABLE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ERRORS, OMISSIONS OR INACCURACIES IN THE DATA REPORTS, WHICH ARE CAUSED BY OR RESULT FROM DEFECTS IN OR THE FAILURE OF YOUR CONTROLLED DATA OR OUTPUT, YOUR REPRESENTATIVES, OPERATORS, PERSONNEL OR EQUIPMENT. IF, FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOID, THEN, IN SUCH EVENT, THE MAXIMUM LIABILITY OF COMPANY, IF ANY, SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT YOU ACTUALLY PAID TO COMPANY (IF ANY) FOR SERVICES FURNISHED UNDER THIS AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED.

3.13. Availability of Services. Company shall use reasonable commercial efforts to maintain the availability of the Services, but does not guarantee any specific level of availability of Services.

3.14. No Liability for Equipment. Company shall have no responsibility or liability whatsoever for the operation or maintenance of Your computers, computer

operating system, peripherals or any third-party software ("Computer Components") used by You. In no event shall Company be responsible for any defects, errors, malfunctions or other problems arising from or related to the operation or maintenance of Your Computer Components. You agree that Your sole remedy in the case of any defect in any Computer Components (whether or not such Computer Components were (i) recommended by Company or (ii) purchased or leased on Your behalf by Company), shall be such remedy as is afforded You against the applicable equipment manufacturer or software licensor by warranty, if any, or such other remedy as You may have against the applicable equipment manufacturer or third party software licensor.

4. Provision of Technical Support Services. If You have ordered technical support services from Company, such training and/or on-site technical support shall be provided at Company's then-current rates for time (including all travel time) and materials, plus reimbursement for Company's actual and reasonable travel and lodging expenses (if applicable); provided that during the sixty (60) day period following Your downloading or other receipt of the Software (the "Period"), Company shall provide at no charge up to sixty (60) minutes of telephone and e-mail responses with respect to operation of the Software (the "Free Minutes"), during Company's normal business hours, excluding holidays which it observes. Company's time for telephone and/or e-mail support in excess of the Free Minutes or after the Period shall be charged at Company's then-current hourly rates which shall be rounded to the next quarter hour.

5. Compliance with Law.

5.1. General Compliance Obligations. Company acknowledges that it will, and You agree to, comply with all applicable laws, rules or regulations, including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder, similar state physician self-referral laws and regulations, the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder, similar state anti-kickback laws and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Public Law 111-5, and the regulations promulgated thereunder by the U.S. Department of Health & Human Services, including, but not limited to, the HIPAA Omnibus Rule, and other applicable federal and state laws. HIPAA and HITECH, as may be from time to time amended, and the regulations promulgated thereunder are collectively referred to in this Agreement as the "Applicable HIPAA Laws." Failure by either party to comply with any of the foregoing shall be considered a material breach of this Agreement

5.2. Business Associate Agreement.

5.2.1. General. All terms used in this Section 5.2 not otherwise defined shall have the same meaning as those terms are defined in the Applicable HIPAA Laws,. For purposes of the Software and Services provided hereunder, Company acknowledges that You will disclose to Company and Company will use,

disclose, and/or create Protected Health Information (“PHI”) on Your behalf for treatment purposes, Your Health Care Operations purposes (as required or as permitted by the Applicable HIPAA Laws), and as necessary to perform the services set forth in this Agreement.

5.2.2. Obligations and Activities of Company as to PHI. Company shall comply with all obligations and requirements for business associates under the Applicable HIPAA Laws with respect to PHI, and shall specifically have the following obligations:

(a) Company agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(b) Company agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

(c) Company agrees to mitigate, to the extent practicable, any harmful effect that is known to Company of a use or disclosure of PHI by Company in violation of the requirements of this Agreement.

(d) Company agrees to report to You any use or disclosure of the PHI not provided for by this Agreement, of which Company becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any security incident of which it becomes aware.

(e) Company agrees to ensure that any agent, including a Subcontractor, to whom it provides PHI received from, or created or received by Company on Your behalf, agrees in writing to the same restrictions, conditions, and requirements that apply through this Section 5.2 and Sections 6.6, 6.8.3, and 6.8.4 to Company with respect to such information.

(f) Company agrees to provide access, at Your request, to PHI in a Designated Record Set, to you or, as directed by you, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(g) Company agrees to make any amendment(s) to PHI in a Designated Record Set that you direct or agree to pursuant to 45 C.F.R. § 164.526 at your or an Individual’s request and in the time and manner you designate.

(h) Company agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Company on Your behalf, available to You, or at Your request to the Secretary, in a time and manner You or the Secretary

designate, for purposes of the Secretary determining your compliance with the Privacy Rule.

(i) Company agrees to document such disclosures of PHI and information related to such disclosures as would be required for you to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Company agrees to provide to You or an Individual, in time and manner you designate, information collected in accordance with this Agreement to permit You to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) To the extent Company is to carry out one or more of Your obligations under the Privacy rule, Company agrees to comply with the Privacy Rule requirements of subpart E of 45 C.F.R. Part 164 that apply to You in the performance of such obligations.

5.2.3. Permitted Uses and Disclosures of PHI by Company. Except as otherwise limited in this Agreement, and subject to the Applicable HIPAA Laws, Company may use or disclose PHI only to perform functions, activities, or services for, or on behalf of, You in relation to this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by You or Your minimum necessary policies and procedures. Company may also use or disclose PHI as follows:

(a) Company may use or disclose PHI as required by law.

(b) Except as otherwise limited in this Section 5, Company may use PHI for the proper management and administration of Company or to carry out the legal responsibilities of Company.

(c) Except as otherwise limited in this Section 5, Company may disclose PHI for the proper management and administration of Company or to carry out the legal responsibilities of Company, provided that disclosures are required by law, or Company obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Company of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Company shall have the right to de-identify the PHI received from You, and compile and use such information in de-identified reports and in a database or databases of de-identified information (the "Database"), as set forth in this Section 5.2.3(d).

(i) Company shall remove all identifying information from the PHI received from You, consistent with the requirements of 45 C.F.R. § 164.514 (a) and (b) of the Privacy Rule. In doing so, Company will be acting as Your Business Associate pursuant to the terms of the Business Associate provisions set forth in Sections 5.2, 6.6, 6.8.3, and 6.8.4.

(ii) Company shall own the entire right, title and interest, under copyright and otherwise, in and to the Database, together with any techniques, processes, inventions or works of authorship (including the selection and arrangement of data) developed by Company or on its behalf during the course of compiling, editing, and/or preparing derivative works based on the Database. Company shall have the sole and exclusive right to develop and commercialize products and services that adapt, interpret, search, or otherwise incorporate or utilize the Database in whole or in part. Company shall have the sole and exclusive right to file on its own behalf applications for copyright registration, letters patent, and other suitable forms of protection for any and all inventions, works of authorship, and databases embodied in the Database or the products Company develops based thereon, and to secure title thereto and enforce its rights therein. Without limiting the foregoing, Company shall have the right to publicly disclose by publication or otherwise the results of research conducted by Company utilizing the Database.

5.2.4. Your Obligations to Inform Company of Privacy Practices and Individual Restrictions. You shall provide Company with the following, which shall be binding upon Company:

(a) You shall notify Company of any limitations in Your notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Company's use or disclosure of PHI.

(b) You shall provide Company with any changes in, or revocation of, permission by Individuals to use or disclose PHI, to the extent that such changes affect Company's permitted or required uses and disclosures of PHI.

(c) You shall notify Company of any restriction to the use or disclosure of PHI that You have agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Company's use or disclosure of PHI.

(d) You shall not request Company to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by You.

5.2.5 Security Standards Requirements. Company shall use appropriate safeguards and comply with the Security Rule requirements of Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of electronic PHI other than as permitted under this Agreement or as required by law.

Nothing in the provisions of this Section 5.2.5 shall relieve Company of any obligation to protect Your information that it creates or accesses pursuant to this Agreement under other applicable contractual provisions or as otherwise required by law, regulation or applicable standard industry practices.

6. Term and Termination.

6.1. Initial Term and Renewal. Unless earlier terminated in accordance with the terms hereof, the initial term of this Agreement shall be for a one (1) year period commencing upon Your acceptance of its terms by checking “I Agree” and pressing the icon to submit Your acknowledgment (the “Initial Term”). This Agreement will be automatically renewed for additional one (1) year periods (each a “Renewal Term”) unless either party provides the other party with sixty (60) days prior written notice of its desire not to renew this Agreement.

6.2. Defaults, Opportunity to Cure and Termination for Cause. The following shall each constitute an Event of Default hereunder:

6.2.1. Your failure to pay Company amounts due in respect of the Services and Software in accordance with the terms of payment.

6.2.2. The occurrence of an event that causes the bankruptcy, dissolution and liquidation of either party.

6.2.3. The failure of either You or Company to perform any material obligation arising under this Agreement.

Upon discovery of any Event of Default, the party asserting the default shall give written notice of such default to the defaulting party. Such notice shall state the exact nature of the default to be cured by the defaulting party. In the event that the defaulting party shall either fail to cure such breach within thirty (30) days of receipt of the written notice of the default, or, in the case of a default not curable within thirty (30) days, fail to take all reasonable steps to cure such breach as expeditiously as possible, the non-defaulting party may terminate this Agreement by giving written notice of termination to the defaulting party. The termination shall be effective on the thirtieth day following the defaulting party's receipt of such termination notice.

6.3. Termination Upon Material Change. In the event that any change in applicable law, regulation, policy or interpretation does, in the view of counsel for either party, prohibit or materially change the operation of the Office, its business, the manner

of its ownership (other than reimbursement for or the method of payment for tests performed by the Office) or the conditions under which Company may furnish the Software or perform services hereunder (collectively referred to as a “Material Change”), this Agreement shall automatically terminate effective as of the effective date of the Material Change unless prior to such date the parties hereto agree in writing to maintain this Agreement, subject to such amendments as may be necessary to comply with the terms of the Material Change.

6.4. Immediate Termination for Breach of Section 2.6. Company may immediately terminate this Agreement upon written notice to You if You breach Your obligations under Section 2.6 of this Agreement.

6.5. Immediate Termination for Breach of Section 3. Company may immediately terminate this Agreement upon written notice to You if You have breached a material term of Section 3 of this Agreement.

6.6. Immediate Termination for Breach of Section 5.2. You may immediately terminate this Agreement if Company has breached a material term of Section 5.2 of this Agreement and has failed to cure such breach within thirty (30) of being notified thereof by You in writing.

6.7. Payments Upon Termination and/or Expiration. Company shall be entitled to receive any outstanding due for Software or Services rendered through the effective date of any termination and/or expiration of this Agreement.

6.8. Continuing Obligations Upon Termination and/or Expiration.

6.8.1. The parties agree to maintain the confidentiality of any proprietary information, including proprietary or confidential customer information, which they obtain from each other during the term of this Agreement and for a period of three (3) years following any termination of this Agreement.

6.8.2. Upon termination or expiration of this Agreement, whether by the actions of You or Company, You shall remove and delete immediately all copies of the Software, as provided in Section 3.2, held by You and certify in writing to Company that you have complied with the foregoing. In the event that You have not acted as aforesaid within ten (10) days after termination or expiration of this Agreement, You shall permit Company to access Your premises for purposes of removing and deleting such copies of the Software.

6.8.3. Upon termination or expiration of this Agreement, for any reason, Company shall, if feasible, return or destroy all PHI received from You or created or received by Company on Your behalf and retain no copies of such information in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of Company. In the event that Company determines that returning or destroying the PHI is not feasible, Company shall provide to You

notification of the conditions that make return or destruction not feasible. Upon mutual written agreement of the parties that return or destruction of PHI is not feasible, Company shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Company maintains such PHI.

6.8.4. Company's obligations under this Section 5.2 shall survive the termination of this Agreement.

7. Miscellaneous.

7.1. Amendments. This Agreement, including all Exhibits, contains the entire understanding between You and Company and supersedes any and all prior agreements, understandings and arrangements between You and Company relating to the subject matter hereof. Company reserves the right to amend the terms and conditions hereof and any such amendment shall become effective thirty (30) days following the provision to You of notice thereof; *provided, however*, that (i) Company may revise the pricing arrangements set forth in the Registration Form not later than ninety (90) days prior to the expiration of the then current term, (ii) Company shall provide You with notice thereof, and (iii) such revised pricing arrangements shall only become effective upon the commencement of any Renewal Term.

7.2. Waiver. The failure of any party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, or operate to bar the exercise or performance thereof at any time or times thereafter. A waiver of any right hereunder at any given time, including rights to any payments, shall not be deemed a waiver thereof for any other time.

7.3. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, You and Company shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

7.4. Assignment. Without the prior written consent of Company You may not assign any of Your rights hereunder. Notwithstanding anything to the contrary herein contained, Company may assign its right hereunder to any of its parents, affiliates, subsidiaries or divisions, as well in any event of a merger, acquisition or other similar corporate transaction, without Your consent. Subject to the foregoing, the rights and obligations of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of You and Company.

7.5. Notice. All notices hereunder shall be in writing, personally delivered, by certified mail, return receipt requested, or by nationally recognized overnight delivery service, fax or email, addressed to You at the address set forth in Your Registration Form,

and to Company at P.O. Box 226, Modiin, 71711 Israel; email: sales@neurotrax.com. A notice shall be effective from the date of personal delivery or upon receipt if sent by certified mail, and upon the date of sending if sent by fax or email.

7.6. Independent Contractor. It is understood that Company and You are independent persons or entities engaged in the operation of their own respective businesses. Nothing in this Agreement is intended to create a partnership, joint venture or any other type of relationship other than that of independent entities contracting with each other solely for the purposes expressly set forth in this Agreement. Neither Company nor You, nor any of either's respective officers or employees, shall be deemed to be the agent or representative of the other except to the extent expressly provided herein. You and Company expressly agree not to incur or contract for any debt or obligation on behalf of the other, commit any act, advertise, make any reference, or otherwise make any representation about the other which may adversely affect any right of the other or be detrimental to its name.

7.7. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Delaware. You agree that any legal or equitable action of whatever nature by or against Company arising out of or related in any respect to this Agreement shall be brought solely in the State of Delaware; provided, however, that You or Company may enforce any judgment rendered by such other court in any court of competent jurisdiction. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in Delaware, and consent to the service of legal process by any means consistent with applicable law.

7.8. Ambiguities. Any ambiguity in this Agreement shall be resolved to permit compliance with the Applicable HIPAA Laws

7.9. Amendments to Conform to Laws. The parties agree to take such action as necessary to amend this Agreement from time to time as necessary for Company and You to comply with the requirements of the Applicable HIPAA Laws or any other applicable law.

EXHIBIT A

FORM OF NEUROTRAX DATA REPORT

See www.neurotrax.com for a Sample Report.

BY CHECKING "I AGREE" BELOW AND CLICKING "SUBMIT", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS ATTACHED HERETO AND AGREE TO BE BOUND BY ITS TERMS.