

End User/Test Patient License Agreement for Vision Test

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU START THIS VISION TEST.

BY CLICKING ON THE "ACCEPT" BUTTON IN THE LICENSE AGREEMENT WINDOW OR BY ENTERING THE LICENSE KEY FILE INSTALLATION, YOU CONSENT AND INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE "ACCEPT" BUTTON.

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Patient shall not make copies, emulate, clone, rent, lend, lease, sell, modify, decompile, disassemble, reverse engineer, use the binary code or reverse engineer to re-create the proprietary program algorithm, or transfer, assign, or forward the Test to others to make copies or reverse engineer the Test.

Patient shall install, download, activate, and/or use the Test only once.

Patient shall exercise reasonable care in protecting the activation code and/or license key, including but not limited to not providing the activation code and/or license key file to third parties or allow third parties access to the activation code and/or license key, which are deemed confidential data of M & S.

Any use of the Test for other purposes or beyond the applicable terms of this Agreement is strictly prohibited.

Patient agrees that in using the Test and in using any report or information derived as a result of using this Test, Patient will comply with all applicable international, national, state, regional, and local laws and regulations, including without limitation, privacy, copyright, export control, and obscenity law.

If Technical Support is required, Patient agrees that Patient's data can be used by Technical Support specialists when processing requests of the Patient.

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PATIENT AGREES THAT IN THE EVENT M&S IS FOUND LIABLE, THE LIABILITY OF M&S SHALL BE LIMITED TO THE COSTS OF THE SOFTWARE. IN NO CASE SHALL THE LIABILITY OF M&S EXCEED THE FEES PAID BY PATIENT FOR THE TEST.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY CLAIM FOR DEATH AND PERSONAL INJURY. FURTHER, IN THE EVENT ANY DISCLAIMER EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW, THEN ONLY SUCH DISCLAIMER, EXCLUSION, OR LIMITATION SHALL NOT APPLY TO PATIENT AND PATIENT CONTINUES TO BE BOUND BY THE REMAINING DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS.

Patient agrees that the Test and the authorship, systems, ideas, methods of operation, documentation, and other information contained in the Test are proprietary intellectual property and/or the valuable trade secrets of M&S (or license source to M&S) and that M&S, as applicable, is protected by civil and criminal law, and by the law of copyright, trade secret, trademark, and patent of the United States, as well as other countries and international treaties. This Agreement does not grant Patient any rights to the intellectual property, including any trademarks or service marks of M&S. Patient may use the trademarks only insofar as to identify printed output produced by the Test in accordance with accepted trademark practice, including identification of the trademark owner's name. Such use of any trademark does not give Patient any rights of ownership in that trademark. M&S owns and retains all right, title, and interest in and to the Software, including without limitation any error corrections, enhancements, updates, or other modifications to the software, whether made by M&S, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Patient's possession, installation, or use of the Software does not transfer to Patient any title to the intellectual property in the Software, and Patient will not acquire any rights to the Software except as expressly set forth in this Agreement. All copies of the Software made hereunder must contain the same proprietary notices that appear on or in the Software. Except as stated herein, this Agreement does not grant Patient any intellectual property rights in the Software and Patient acknowledges that the nonexclusive license to use the test granted under this Agreement only provides Patient with a right of limited use under the terms and conditions of this Agreement. M&S reserves all rights not expressly granted to Patient in this Agreement.

Patient agrees not to modify or alter the Software in any way. Patient may not remove or alter any copyright notices or other proprietary notices on any copies of the Software.

This Agreement shall be governed by and construed in accordance with the laws of the state of _____.

This agreement is the entire agreement between Patient and M&S and supersedes any other prior agreements, proposals, communications, or advertising, oral or written, with respect to the Software or to the subject matter of this Agreement. Patient acknowledges that Patient has read this Agreement, understands it, and agrees to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof in the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by Patient and an authorized representative of M&S provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach. M&S's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

Patient hereby authorizes M&S via Patient's Provider (e.g., physician or clinic) to use telehealth practices such as this telecommunication evaluation, testing, and diagnosing of my medical condition.

Patient understands that technical difficulties may occur before or during the telehealth sessions and that the appointment may not be started or ended as intended.

Patient accepts that the Provider can contact interactive sessions with a video call; however, Patient is informed that the present Test likely cannot be conducted via regular voice communication.

Patient agrees that Patient's medical records on telehealth can be kept for further evaluation, analysis, and documentation. In all of these, Patient's information will be kept private.

Patient hereby acknowledges and confirms that Patient's Provider has informed Patient about conducting an at-home screening using this Software. By clicking in this box, Patient consents to conducting a visual test using the Software provided with Patient's own personal computer.

Test data and/or Test results will be provided to Patient's Provider and Patient consents to M&S electronically posting and/or making the test data/Test results available to Patient's Provider for review and use by Patient's Provider.