

**END USER LICENSE AGREEMENT FOR SIMPLIFIED NUTRITION ONLINE (SNO), AN INTERNET APPLICATION SERVICE PROVIDER OPERATED BY SIMPLIFIED SOFTWARE DEVELOPMENT, L.L.C. IMPORTANT-READ CAREFULLY. BY ACCEPTING THIS AGREEMENT YOU HEREBY AGREE TO BE BE BOUND BY THE TERMS OF THIS AND ANY RELATED AGREEMENTS:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Simplified Software Development, L.L.C. (SSD) for the Internet based **Application Service Provider** ("ASP") Subscription Product (SP) known as "**Simplified Nutrition Online** or **SNO**". This EULA, including, any associated media, printed materials and/or electronic documentation; the **Subscription Product** also includes any Application updates, add-on components, web services and/or supplements of **Simplified Nutrition ONLINE (SNO)** that may be provided to You or make available to You after the date You obtain Your initial license to access the **ASP** to the extent that such items are not accompanied by a separate license agreement or terms of use. By accessing, copying, downloading or otherwise using **the Subscription Product**, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not access or use the **ASP**.

This agreement ("**Agreement**") is entered into as of the first time you attempt to gain access to Simplified Nutrition Online by and between you (hereafter "Customer"), and Simplified Software Development, L.L.C., a Florida Limited Liability Company located at 2656 West Lake Road; Palm Harbor, Florida 34684 ("**ASP Provider**").

### **RECITALS**

- A. **SSD** maintains sites on the Internet at <http://www.SSDLLC.com> ("the **SNO** site"), and owns, co-owns or manages related Web sites worldwide (collectively, the "**Simplified Nutrition Online**") which, among other things, allow its users to access and manage patient, diet, nutrition and other health care related information via the Internet.
- B. **SSD** also maintains and/or manages certain Webpages which may be delivered to users worldwide via email, desktop "channels" or Internet "push" technologies (collectively, "Broadcast Pages") which may incorporate content supplied to **SSD** by third parties for the purpose of providing value to **SNO** users and providing access to the content, products and/or services of such third parties as incorporated in **Simplified Nutrition Online**.
- C. **Customer** has had an opportunity to review services and features of **Simplified Nutrition Online**, an wishes to utilize **the Subscription Product** on an on-going contractual basis.
- D. **SSD** and **Customer** believe it to be in their best interests to provide in writing the terms of their agreement in regard to the terms the parties relative rights and

obligations with regard to the of the usage of the **Simplified Nutrition Online (SNO)**.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

### **LICENSE TO USE ASP**

The **Simplified Nutrition ONLINE (SNO)Subscription Product** is protected by intellectual property laws and treaties. **The Subscription Product** is licensed, not sold.

1. **GRANT OF LICENSE**. This Section of the EULA describes Your general rights to access the **ASP** and use the **Subscription Product**. The license rights described in this Section are subject to all other terms and conditions of this EULA.
  - a. **General License Grant to Access and Use ASP**. You may access and use the **Simplified Nutrition ONLINE (SNO) ASP** at Your **Customer Facilities** using computer, private network device, workstation, terminal, or other digital electronic or analog device ("Device"). You will be designated a User Name and Password to ensure secure access to the **ASP**. A license for the **ASP** may not be shared with unlicensed facilities. Customer shall be billed on a registered patient per day basis, as more fully set forth in the **ASP License** executed by you, Exhibit "A", attached hereto and incorporated herein by reference.
    - i. **Retention of Ownership of Data**. At all times You will retain ownership of the data entered into the **ASP**. Upon written or electronic request, **SSD** will provide the Data entered by You in a comma separated value formatted file and transport the same via mail or delivery service upon the remittance of the costs associated with the retrieval and transmittal (via media) of said data within thirty (30) days of the receipt of the request. Notwithstanding the foregoing, You consent to allow **SSD** to monitor data on an aggregate basis for the purposes of compiling statistical analysis and other similar analytical tools. No Personal Health Information shall be utilized in a form identifiable to You or any individual residents entered into the **ASP**.
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- iv. **Separation of Component Parts.** The **Subscription Product** is licensed as a single product. Its component parts may not be separated for use by more than one Customer Entity unless expressly permitted by this EULA.
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- c. **Support Services.** Simplified Software Development, L.L.C. may provide You with support services related to the **Subscription Product** ("Support Services").

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2. **LICENSE FEES**. As partial consideration for the granting of this License to Customer access and utilize the **Simplified Nutrition ONLINE (SNO) Subscription Product**, Customer agrees to pay to SSD according to the License Fee Schedule, attached to the ASP License as Exhibit "A", and incorporated herein by reference. The License Fees promulgated on the License Fee Schedule may be modified from time to time as described in Exhibit A to the ASP License Agreement.
- a. **Payment of License Fees**. Customer shall pay to SSD all accrued License Fees for use of the **Simplified Nutrition ONLINE (SNO) Subscription Product** on a monthly basis as outlined in the ASP License Agreement.
- b. **Non-Payment of License Fees**. Failure to pay the License Fees due hereunder is a breach of this Agreement, and upon a breach by the Customer, SSD shall be entitled to any and all remedies which are available to it by law, including but not limited to suspending or terminating Customer's License to use the **Simplified Nutrition ONLINE (SNO) Subscription Product**.
3. **TERM**. The term of this Agreement will begins on the date You first log on to the **Simplified Nutrition ONLINE (SNO) ASP** and will end at the date specified in your ASP License Agreement. This Agreement will automatically renew for additional terms of one year, unless either party notifies the other in writing at least sixty (60) days prior to automatic renewal that it does not wish to renew this Agreement.
4. **TERMINATION**. Either party may terminate this Agreement if the other party materially breaches its obligations hereunder and such breach remains uncured for thirty (30) days following the written notice to the breaching party of the breach. Without prejudice to any other rights, Simplified Software Development, L.L.C. may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of files and printed materials obtained through the use of the **Subscription Product** and all of its component parts.
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12. **GENERAL.**
- a. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's written consent (which will not be unreasonably withheld), except that no such consent will be required in connection with a merger, reorganization or sale of all, or substantially all, of such party's assets or of such party's assets utilized in connection with its performance under this Agreement. Any attempt to assign this Agreement other than as permitted above will be null and void.
  - b. **Notice.** Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed email, or certified or registered deemed given upon personal delivery, one (1) day after deposit with express courier, upon confirmation of receipt of facsimile or email or five (5) days after deposit in the mail. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section.
  - c. **No Agency.** The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

- d. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, and governmental restrictions.
  - e. **Severability.** In the event that any of the provisions of this EULA are held to be unenforceable by a court or arbitrator, the remaining portions of the Agreement will remain in full force and effect.
  - f. **Breach; Attorney Fees to Prevailing Party.** In the event of a breach of this Agreement by either party requires the hiring of an attorney, or in the event that litigation arises regarding the enforcement or interpretation of this Agreement, The losing party in any legal or equitable action arising out of or relating to this Settlement Agreement shall reimburse the prevailing party on demand for all fees, costs, and expenses incurred by the prevailing party in connection with the action.
  - g. **Remedies Cumulative.** The rights and remedies contained in this Agreement are cumulative and the use of any one right or remedy by either party does not preclude or waive its right to use any or all other remedies.
13. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the **Subscription Product**) is the entire agreement between you and Simplified Software Development, L.L.C. relating to the **Subscription Product** and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the **Subscription Product** or any other subject matter covered by this EULA. To the extent the terms of any Simplified Software Development, L.L.C. policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.