Welcome to the CM-GO website (the "Web Site"). The Web Site is owned and operated by ClinicalMind LLC. (hereinafter, "CM-GO"). CM-GO provides its services to you subject to the following conditions. If you visit this Web Site, you accept these conditions. Please read them carefully.

CM-GO may, without notice to you, at any time revise these Terms of Use and any other information contained in this Web Site by updating this posting. CM-GO may also make improvements or changes in the products, services, or programs described in this Web Site at any time without notice.

# 1. Legal Jurisdictions Only

The services and products described on this Web Site are only for persons in those states and jurisdictions where such products and services may legally be sold. Nothing on this Web Site shall be considered a solicitation to buy or an offer to sell any products or services to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful.

## 2. General

This Web Site and all content in this site may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or used for the creation of derivative works without ClinicalMind's prior written consent, except that ClinicalMind grants you non-exclusive, non-transferable, limited permission to access and display the Web pages within this Web Site, solely on your computer or other device and for your personal, non-commercial use of this Web Site. This permission is conditioned on your not modifying the content displayed on this Web Site, your keeping intact all copyright, trademark, and other proprietary notices, and your acceptance of any terms, conditions, and notices accompanying the content or otherwise set forth in this Web Site. Notwithstanding the foregoing, any software and other materials that are made available for downloading, access, or other use from this Web Site with their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

Your failure to comply with the terms, conditions, and notices on this Web Site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited permission in the preceding paragraph, CM-GO does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this Web Site on another Web site or in any other media.

Content on this Web Site may contain references to CM-GO products and services that are not announced or available in your country. Such references do not imply that that those products or services are available in your country. The contractual terms applicable to CM-GO's products and services are governed solely by the written agreements under which they are provided to its customers.

## 4. Third Party Information

Although CM-GO monitors the information on the Web Site, some of the information is supplied by independent third parties. While CM-GO makes every effort to insure the accuracy of all information on the Web Site, CM-GO makes no warranty as to the accuracy of any such information.

## 5. Linking to this Web Site

All links to this Web Site must be approved in writing by CM-GO, except that CM-GO consents to links in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Web Site or use other techniques that alter in any way the visual presentation or appearance of any content within this Web Site; (b) misrepresent your relationship with CM-GO; (c) imply that CM-GO approves or endorses you, your Web Site, or your service or product offerings; and (d) present false or misleading impressions about CM-GO or otherwise damage the goodwill associated with the CM-GO name or trademarks. As a further condition to being permitted to link to this Web Site, you agree that CM-GO may at any time, in its sole

discretion, terminate permission to link to this Web Site. In such event, you agree to immediately remove all links to this Web Site and to cease using any CM-GO trademark.

#### 6. DISCLAIMER OF WARRANTY

TO THE EXTENT PERMITTED BY LAW, USE OF THIS WEB SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. CM-GO EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, CM-GO MAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 7. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL CM-GO BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF CM-GO IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through this Web Site. In the event of any conflict, such additional or different terms, conditions, and notices will prevail over these Terms of Use. Please see the applicable agreement or notice.

#### 8. Governing Law

1. Consent to Jurisdiction.

This Agreement will be treated as though it were executed and performed in [Delaware] and will be governed by and construed in accordance with the laws of the [State of Delaware] (without regard to conflict of law principles). You also consent and submit to the jurisdiction of any [Delaware] State or Federal District Court located in [New Castle County of the State of Delaware] and waive any defense of forum non conveniens (i.e., not a convenient court). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred, and all actions will be subject to the limitations set forth in this Agreement.

The Service Provider and the Site are based in the United States of America. The Service Provider makes no claims that the content is appropriate or may be downloaded outside of the United States or that the Service Provider's practices and policies will comply with the laws of other countries or states. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

2. Interpretation.

The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against either party.

3. Invalidity.

If any part of this Agreement be held invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.