

In order to use the REMEMBERSTUFF™ Software licensed hereby, in addition to acquiring the REMEMBERSTUFF™ Device as an essential component of the REMEMBERSTUFF™ Solution, you also must first agree to this Agreement. You may not use the REMEMBERSTUFF™ Software to enable the REMEMBERSTUFF™ Device if you do not accept this Agreement.

You can accept this Agreement by confirming you have read this Agreement by clicking to accept and agree to this Agreement, where this option is made available to you by us in the user interface for any REMEMBERSTUFF™ service; by executing a purchase order (“Device Acquisition Agreement”) for the purchase or lease of a REMEMBERSTUFF™ Device referring to this Agreement; by paying an invoice for a REMEMBERSTUFF™ Device or service or subscription and maintenance fee referring to this Agreement; or by actually using the REMEMBERSTUFF™ Software Solution.

You understand and agree that we will treat your use of the REMEMBERSTUFF™ Software as acceptance of this Agreement from that point onwards.

**EPERTURE  
REMEMBERSTUFF™  
USERS AGREEMENT**

**THIS REMEMBERSTUFF™ USERS AGREEMENT** (“Agreement”), made and entered into by and between **EPERTURE LLC** (“EPERTURE”), a limited liability company having its principal offices at 4070 25th Street, Columbus, Indiana 47203-3161, on the one hand and, jointly and severally, each of the persons identified as, respectively, “**Caregiver**” and “**Enduser**,” in the Device Acquisition Agreement, and dated as of the effective date of the Device Acquisition Agreement,

**WITNESSETH THAT:**

**WHEREAS**, EPERTURE is a developer and host of secure, cost-effective information tools for health care providers and consumers to improve and enhance Enduser care; and

**WHEREAS**, EPERTURE is the developer and host of RememberStuff™, a cloud based reminder and monitoring solution (the “Solution”) for designated caregivers and endusers, which, once adopted and accepted by one of the methods set forth above the titling caption of this Agreement and/or by clicking a box accepting all terms and conditions of this Agreement, may be used by either or both Caregiver and Enduser in coordination or separately while functioning as a single, fully integrated, solution ; and

**WHEREAS**, Caregiver and Enduser (collectively, jointly and severally, “Users”), jointly and severally, desire to obtain from EPERTURE rights to access and use the Solution as hosted and supported by or for EPERTURE;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, of each of the Users, or their capable designees, accepting all terms and conditions of this Agreement by one or more of the means set forth above the titling caption of this Agreement, of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, EPERTURE and Users hereby agree as follows:

## **ARTICLE I**

### **Incorporation of Preambles**

The foregoing recitals, including the means of agreeing to this Agreement set forth above the titling caption of this Agreement, are hereby incorporated herein as a part hereof by this reference thereto.

## **ARTICLE II**

### **Certain Definitions**

2.1 **“Solution”** shall mean the RememberStuff™ solution (“Solution”), as hosted and supported hereunder by or for EPERTURE and licensed and made available to Users pursuant to this Agreement. The Solution is comprised of (i) an interactive monitor computer screen device (“Device”) for display of useful information as input to the Solution by Enduser and/or Caregiver, as well as enabling and displaying other useful features and capabilities of the Solution; and (ii) the Solution Software as defined below.

2.2 **“Device”** as identified in paragraph 2.1 and acquired by or for Enduser by means of a **“Device Acquisition Agreement,”** as described above the titling caption of this Agreement, shall mean the interactive monitor computer screen device (“Device”) for display of useful information as input to the Solution by Enduser and/or Caregiver, as well as enabling and displaying other useful features and capabilities of the Solution as purchased by or for Enduser as a component of the Solution.

2.3 **“Solution Software” and/or “Software”** shall mean EPERTURE’s proprietary RememberStuff™ programs as incorporated into the Solution to enable Users to access the aspects of the Solution hosted by or for EPERTURE as accessed via a computer maintained by Caregiver and used to interact with Enduser via the Device and to be a conduit and system for transmitting and maintaining Enduser information for cloud-based storage and Device-based

storage, display, maintenance, updating and use.

2.4 **“Proprietary Information”** shall mean and include all technical information, whether or not at any time patented or patentable, copyrighted or copyrightable, possessed or hereafter developed or otherwise acquired by EPERTURE regarding the Software or the Solution, including, without limitation, (i) Standards and recommendations for Software and the Solution; (ii) Techniques for usage of Software and the Solution; (iii) Technical knowledge and improvements, modifications and adaptations thereto made from time to time regarding software or the Solution; (iv) Testing data regarding the performance of the Software and the Solution; (v) Any and all drawings and technical data relating to the Software or the Solution; (vi) Any and all information, materials, manuals, promotional literature, pictures, photographs and documents relative or referring in any way (x) to this Agreement, (y) to Software or (z) to the Solution, ; and (vii) Any and all improvements, modifications, augmentations and adaptations from time to time made to such Software or the Solution.

2.5 **“Person”** shall mean and include at any point in time, now or in the future, any individual, partnership, corporation, trust or other entity.

### ARTICLE III

#### **Rights Granted; Fees**

##### 3.1 **Access to Solution.**

(a) Based upon each of the Users (i) accepting all terms and conditions of this Agreement accepting all terms and conditions of this Agreement by execution thereof and/or by one or more of the means set forth above the titling caption of this Agreement and agreement, and (ii) paying to EPERTURE the purchase price of the Device and the Software subscription and maintenance fees therefor as set forth in paragraph 3.2 below, EPERTURE hereby agrees to grant Users access to the Solution selected by Users as hosted by or for EPERTURE.

(b) EPERTURE will use its reasonable efforts to maintain Solution access seven (7) days per week, twenty-four (24) hours per day; provided, however, that EPERTURE reserves the right, without prior notice or liability, to restrict Users' access to the Solution, or limit times of Solution access in order to maintain, upgrade and/or repair the Solution or host equipment.

(c) To assist Users in the installation of the Solution and Software, EPERTURE shall (i) provide proprietary Solution access to Users together with (ii) detailed instructions on how Users may remotely link to and use such Solution via Users' own equipment.

(d) Users access to the caregiver portal of the Solution will be

enabled via appropriate logon and password procedures, including an identification code ("User ID"); Users access will be secured via appropriate technology; and Users' data will be encrypted for safety when transmitted via the Solution over the Internet.

(e) Users' information shall be hosted by or for EPERTURE in a manner which will enable Users access to Users' information in order for Users to create and generate Users' own reports from such Users information.

3.2 **Solution Device Purchase and Solution Subscription Fees.** For access and to and usage of the Solution, Users shall pay to EPERTURE for purchase (or other acquisition financing) of the Device and for the monthly Solution Software subscription and maintenance fees all as set forth in the Device Acquisition Agreement free of withholdings or deductions for taxes, fees, assessments or other charges or impositions of any kind. EPERTURE reserves the right to amend such Solution Software and maintenance fees as a condition to every renewal of the Agreement after the Initial Term.

3.3 **Sublicensing Prohibited.** EPERTURE does not grant to Users and Users shall neither obtain nor have any rights hereunder to grant or sublicense to any Person not a party to this Agreement any rights with respect to Software or the Solution.

## ARTICLE IV

### **Term and Termination**

4.1 **Term.** This agreement shall remain in effect for a term of one (1) year (the "Initial Term"), and shall be automatically renewed for successive terms of one (1) year each upon payment of the Solution Software subscription and maintenance fees as set forth in EPERTURE's then-current published price list (the Initial Term and each additional Term as it may be renewed are collectively referred to herein as the "Term), unless canceled by either party on a thirty (30) day written notice prior to the end of the then current Term. EPERTURE shall not unreasonably refuse to renew the Initial Term or any renewal Term of this Agreement.

4.2 **Events of Termination.** Upon the happening of any of the following events, EPERTURE shall have the right, in EPERTURE's sole discretion, to terminate this Agreement, and Users' access to the Solution, upon notice of such termination to Users: (i) Abuse or misuse of the Solution by Users which is contrary to the policies of EPERTURE and/or which causes disruption or malfunction of the Solution; (ii) Any material breach by Users of this Agreement, which material breach continues for a period of thirty (30) days (unless a longer period shall be required by law, in which case such longer period shall obtain) after EPERTURE shall have given notice thereof to Users; (iii) Any assignment, sublicense or transfer (whether by operation of law or otherwise) of this

Agreement or of any of Users' rights, liabilities, duties or obligations pursuant to this Agreement without the express written consent of EPERTURE; or (iv) EPERTURE receives an order from a court of competent jurisdiction ordering EPERTURE to cease offering Solution access to Users.

4.4 **Termination Rights Not Exclusive.** The right of EPERTURE to terminate this Agreement as provided herein shall not be exclusive, but shall be in addition to any other remedies to which EPERTURE may be entitled under this Agreement or otherwise. In particular, upon termination of this Agreement, EPERTURE shall be entitled to: (i) Declare all amounts owed to EPERTURE hereunder to be due and payable immediately including, without limitation, in the event of any termination pursuant to paragraph 4.3 above, declaring early termination fees, if any, agreed to in the Device Acquisition Agreement immediately due and payable by Users to EPERTURE; and/or (ii) Cease performance of all Solution services and Solution access hereunder without liability to Users.

4.5 **Data Export.** In the event of any termination of this Agreement, with or without cause, EPERTURE will arrange for export of Users' data in a form to be determined by EPERTURE from the Solution hosted by EPERTURE to Users or Users' designees.

4.6 **Survival of Obligations.** Upon termination of this Agreement as provided in this Article IV, the parties shall have no further liabilities, duties or obligations except for those liabilities, duties or obligations which may have arisen prior to such termination and are intended to survive termination. Such surviving obligations include, without limitation, the obligations of Users with respect to Proprietary Information.

## ARTICLE V

### **Copyrights and Trademarks**

5.1 **Acknowledgement of Copyrights and Trademarks.** Users hereby acknowledges all copyrights and trademarks, both domestic and foreign, issued or hereafter issued or acquired by EPERTURE and agrees that Client will not contest, or assist others to contest, the validity of any of said copyrights during the life of any of said copyrights and trademarks.

5.2 **Notification of Copyright and Trademark Claims.** Users shall promptly notify EPERTURE of any claim of which it becomes aware by a third party that any of Users' activities contemplated by this Agreement, including, but not limited to, the usage of the Solution or Software, may infringe upon any copyrights, trademarks or other rights of others now or hereafter existing or pending. In such event, Users shall immediately cease to utilize the material

constituting such alleged copyright, trademark or other violation, shall defend, indemnify and hold EPERTURE harmless from and against any and all loss, damage and expense resulting to Server by reason of any such claimed copyright, trademark or other right infringement by Users, and this Agreement may thereupon be terminated by EPERTURE in EPERTURE's sole discretion.

## ARTICLE VI

### Confidentiality.

6.1 **Proprietary Information to be Confidential.** Users shall hold all Proprietary Information imparted, disclosed, transmitted or otherwise derived from EPERTURE as secret and confidential.

6.2 **Conditions to Permitted Disclosures.** During the term of this Agreement and any extended term hereof and thereafter for a period of not less than seven (7) years, and for such longer period as the Proprietary Information is not in the public domain without breach of this Agreement, Users shall hold in strict confidence and shall not disclose any and all Proprietary Information without the express written permission of EPERTURE; provided, however, that during the Term of this Agreement (including any extensions thereof), Users may disclose Proprietary Information to only those of its employees who require Proprietary Information in order to permit Users to utilize it.

6.3 **Degree of Care.** Users shall exercise the highest degree of care in preserving the confidentiality of the Proprietary Information.

6.4 **Notice of Misappropriation.** Users shall notify EPERTURE immediately of any loss, misuse or other misappropriation of the Proprietary Information.

6.5 **Rights Upon Termination.** Upon any termination of this Agreement, Users shall transmit to EPERTURE or destroy all tangible materials containing such Proprietary Information, including all Software, of which Users has possession or the right to obtain possession and all of Users' rights with respect to all Proprietary Information shall thereupon forever cease and terminate.

6.6 **Survival of Obligations.** The obligations of Users with respect to Proprietary Information shall survive any expiration or termination of this Agreement.

6.7 **Equitable Relief to be Available.** Users recognizes that breach of its obligations with respect to Proprietary Information under this Agreement will cause EPERTURE irreparable injury for which EPERTURE cannot adequately be compensated in damages. Consequently, in addition to any and all other remedies which may be provided by law or in equity, EPERTURE shall have the right to restrain the breach of any provision of this Agreement with respect to

Proprietary Information by injunction in any court of competent jurisdiction.

## ARTICLE VII

### **Warranties of Users**

7.1 **Users Information.** Users' information provided at the time of registration for Solution access is true, correct and complete, and Users will notify EPERTURE of any changes promptly after they occur.

7.2 **Users Qualifications.** Users, or their capable designees, if individuals, are of legal age with full capacity and authorization to enter into this Agreement and abide by its terms and conditions and, if a corporation or other entity, has duly and validly authorized its agents, executives and employees to enter into this Agreement. Users, or their capable designees, warrant that all Users' personnel designated for Solution access will have the capability and technical capacity to be trained to access and use the Solution.

7.3 **Non-U.S. Solution Access; Alias Access to Solution; Resale and Sublicensing.** Users warrant that, without EPERTURE's prior written consent (which consent will not unreasonably be withheld should, for example, circumstances arise whereunder Users notify EPERTURE that special circumstances have arisen or exist making an exception to this provision reasonably necessary or appropriate and Users are willing to adopt and take reasonable prophylactic measures to protect the Software and Solution), Users will not authorize or permit anyone (i) to access the Solution from outside the United States, or (ii) to access the Solution using an alias, or (iii) to access the Solution via Users' resale or sublicense of such access to the Solution.

## ARTICLE VIII

### **Duties of Users**

8.1 **Supporting Data Processing Equipment.** Users of the Caregiver Portal shall be solely responsible for obtaining, installing, and maintaining suitable equipment (other than the Device) and software, including any necessary upgrades, patches or fixes, which may become necessary to access the Solution, primarily comprised of a computer with appropriate capacities for Internet and Solutions access and management of data to be utilized on the Solution.

8.2 **Information Input and Management.** The inputting of Users' information required to implement the Solution shall be performed by Users at Users' sole expense. Users shall be solely responsible for management of

information, including establishing files and records, making modifications to files and records, managing selection of quizzes and games developed by Eperture, Eperture representatives or Eperture-approved third parties, making inquiries about files and records, and downloading reports, as required.

8.3 **Support Software.** Users understand and agree that in order to utilize the Solution, Users may use the software or solutions of others and that Users' use of Microsoft Internet Explorer or any other software license agreement is solely the responsibility of and between Users and the selected company.

8.4 **Users Acknowledgements.**

(a) Users acknowledge and agree that (i) the Internet is an international computer network of both government and nongovernment-operable packet switched data networks; (ii) that the Internet is not owned, operated or managed in any way affiliated with EPERTURE; (iii) EPERTURE is not responsible and has no control over the information or materials accessible via the Internet through use of the Solution; and (iv) that EPERTURE does not own or control any of the various facilities and communications lines through which access may be provided;

(b) Users acknowledge and agree that use of the Solution and the Internet, without limitation, is Users' sole responsibility and that Users' use of the Solution via the Internet is solely at Users' own risk and is subject to all applicable local, state, national and international laws and regulations;

(c) Users acknowledge and agree that the reliability, availability, and performance of resources accessed through the Internet or other services connected to EPERTURE Solution are beyond EPERTURE's control and are not in any way warranted or supported by EPERTURE;

(d) Users acknowledge and agree that even though EPERTURE has taken precautions to insure the security of Users' data, the Internet and the cloud storage for Users data may not be a secure network and host and that third parties may be able to intercept, access, use or corrupt the information Users transmits over the Internet and zstore in the cloud. EPERTURE is not responsible for invalid



destinations, transmission errors, or corruption or security of Users data being transmitted via the Internet and/or stored in the cloud.

## ARTICLE IX

### **Limited Warranty**

9.1 **Limited Warranty.** EPERTURE warrants for the Initial Term commencing upon the initial delivery of the Solution to Users, and continuing throughout the entire subscription period thereafter, if the Initial Term is extended, the latest unmodified version of the Solution released by EPERTURE, as periodically updated by EPERTURE, shall substantially perform as described in the Solution information provided by EPERTURE to Users at the commencement of this Agreement.

9.2 **Remedies.** EPERTURE's entire liability and Users' exclusive remedy shall be for EPERTURE to attempt to correct any errors which Users finds in the Solution during this warranty period and which prevents the Solution from substantially performing as described in the Solution **Limited Warranty** as set forth in paragraph 9.1 above.

9.3 **Right to License.** EPERTURE warrants that it is the owner of the Solution and Software and/or has the right to grant rights of Solution access and use to Users.

9.4 **Limitations of Warranty.** The above warranty is null and void if failure of the Solution has resulted from accident, abuse, or misapplication. The above warranty applies only to software problems which are apparent in the unmodified, standard Solution and Software. EPERTURE does not warrant that the functions contained in the Solution will meet Users' requirements, or that the operation of the Solution will be uninterrupted or error free, or that all defects will be corrected. EPERTURE shall not be required to correct errors during the above-described warranty period attributable to: Users equipment malfunction; products other than the Solution and Software; use of the Solution in conflict with or contravention of the Solution or the terms of this Agreement; or accident, neglect, misuse, or abuse of the Solution and Software.

## ARTICLE X

### **Disclaimers of Warranty and Limitations of Liability**

10.1 **DISCLAIMER OF WARRANTY.** EXCEPT FOR EPERTURE'S

LIMITED WARRANTY, EPERTURE MAKES NO OTHER WARRANTIES REGARDING THE SOFTWARE OR SOLUTION, INCLUDING WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

10.2 **USERS' ASSUMPTION OF RISK.** Users EXPRESSLY ASSUMES ALL RISKS FOR ENTERING DATA AND MODIFICATIONS TO USERS' DATABASE.

10.3 **LIMITATIONS OF LIABILITY.**

(a) IN NO EVENT SHALL EPERTURE BE LIABLE FOR (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SOLUTION PROVIDED UNDER THIS AGREEMENT, AND WITH REGARD TO ANY OTHER INFORMATION PROVIDED THROUGH THE INTERNET OR TRANSACTIONS CONDUCTED ON THE INTERNET, EVEN IF EPERTURE HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES OR (B) ANY CLAIMS AGAINST USERS BY OTHER PARTIES.

(b) ANY DAMAGES THAT EPERTURE IS REQUIRED TO PAY FOR ANY AND ALL CAUSES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, AND REGARDLESS OF THE FORM OF THE ACTION IN THE AGGREGATE, SHALL BE LIMITED IN AMOUNT TO THE Solution FEES ACTUALLY PAID BY USERS TO EPERTURE.

(c) IN NO EVENT SHALL EPERTURE BE LIABLE TO USERS FOR ANY OTHER DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF EPERTURE IN EPERTURE'S PERFORMANCE HEREUNDER.

10.4 **Users to Make No Warranties for EPERTURE.** Users shall have no authority whatsoever to extend to any Person any warranties by EPERTURE.

## ARTICLE XI

### **Indemnification of EPERTURE**

11.1 **Indemnification.** Users shall forever defend, indemnify and hold EPERTURE harmless from and against any and all demands, claims, actions, suits and proceedings which may at any time be brought against EPERTURE and from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and other legal costs and expenses) which may at any time be suffered or incurred by Server as a result of or in connection with: (i) The debts, liabilities or other obligations of Users; (ii) The ownership or operation by Users of its properties and assets, including, without limitation, images utilized by Users in conjunction with the Solution or Software; (iii) The carrying on or conduct by Users of its business activities and affairs, including, but not limited to, the utilization of the Solution; (iv) Any other act or omission of Users; and (v) Any breach by Users of this Agreement..

11.2 **Indemnification Right Not Exclusive.** The right of EPERTURE to be indemnified and held harmless pursuant to paragraph 11.1 hereof shall not be exclusive, but shall be in addition to any and all other rights and remedies to which EPERTURE may be entitled under this Agreement or otherwise.

## ARTICLE XII

### **Provisions of General Application**

12.1 **Legal Compliance.** Any provisions of this Agreement to the contrary notwithstanding, this Agreement shall not be construed in any manner to impose upon EPERTURE any duty, liability or obligation to take any action or cause any Person to take any action or to engage, participate, authorize or cause any transaction, activity or practice which now is or in the future may be violative of or inconsistent with the laws of the United States or any other competent jurisdiction.

12.2 **Force Majeure.** EPERTURE shall be excused from performance of its obligations hereunder if and to the extent its performance is prevented by any cause reasonably beyond its control, such as and not by way of limitation, fire, floods, windstorms, strikes, work stoppages, failure of equipment belonging to others, riots, acts of God, acts of the public enemy and acts of governmental authority

12.3 **Relationship of Parties.** This Agreement shall not constitute a joint venture by the parties. This Agreement does not constitute either party as an agent or legal representative of the other in any manner whatsoever. Neither EPERTURE nor Users shall have any authority whatsoever to create, or to assume in the name of any other party or on its behalf, any obligations, express or implied, for any purpose by reason of the execution of this Agreement.

12.4 **No Third Party Beneficiaries.** The parties acknowledge and agree that this Agreement is solely between the parties hereto and is not intended to and does not constitute any other person or entity whatsoever as a third party beneficiary hereof with any rights whatsoever hereunder.

12.5 **Nonwaiver.** No failure or delay on the part of EPERTURE in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other right, power or privilege hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other right, power or privilege. The rights or remedies of EPERTURE hereunder are cumulative and not exclusive of any rights or remedies which it may otherwise have.

12.6 **Notice.** Any notice which any party desires to give to the others in connection with this Agreement shall be given in writing and shall be mailed by certified mail, or by registered mail, return receipt requested, postage prepaid or sent by e-mail, addressed to the other party at its respective address as set forth below:

To EPERTURE: EPERTURE, LLC  
4070 25th Street  
Columbus, Indiana 47203-3161

With a copy (which shall not constitute notice) to: Russell Law Firm  
539 Arbor Drive  
Carmel, Indiana 46032  
Attention: David Williams Russell, Esq.  
EMail: drussell1023@gmail.com

To Users: The addresses for Users set forth upon the Device Acquisition Agreement.

Any notice, claim, demand, request or other communication given as provided in this paragraph 12.6, if given by e-mail, shall be effective one (1) day after transmission; and, if given by mail, shall be effective five (5) days after deposit in the mail. By notice, any party shall change the address at which it is to be given notice.

12.7 **Governing Law.** This Agreement and all of its terms and conditions shall be governed by and interpreted pursuant to the laws of the State of Indiana, United States of America, and those of the United States of America applicable in the State of Indiana and all disputes hereunder shall be litigated exclusively in state or federal courts located within the Southern Federal District of the State of Indiana.

12.8 **Inurement.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the duly authorized successors, assigns, executors and administrators of each party.

12.9 **Captions.** The captions of the paragraphs of this Agreement are for reference only and are not agreed to by the parties.

12.10 **Severability.** All non-material terms and conditions of this Agreement shall be severable one from the other so that should any of such provisions be held legally unenforceable by a tribunal of competent jurisdiction, the remaining provisions shall remain in effect.

12.11 **Entire Agreement.** Together with the Device Acquisition Agreement this Agreement constitutes the entire understanding between the parties and supersedes all prior and contemporaneous oral and written agreements between them. Except as otherwise provided herein, this Agreement may not be altered, amended or modified except by a writing executed by the duly authorized representatives of each party hereto.

**IN WITNESS WHEREOF,** the parties hereto as identified below have acknowledged that they are bound by this Agreement as of the effective date of the Device Acquisition Agreement.

**EPERTURE:**

Eperture LLC

**USERS:**

Caregiver

Enduser