

Date: _____

Terms and Conditions

Together with the contents on page one and two of this order form, these Terms and Conditions constitute the agreement (this "Agreement") between MedSelfEd, Inc. ("MSE") and _____ ("Subscriber").

1. **Program License.** In consideration for the license granted by MSE under this Agreement, MSE grants to Subscriber a non-exclusive license for the use, promotion and distribution of content files ("Programs") through the in-house On-Demand Video System, in-hospital Kiosks, Network or CCTV system ("System") located at the Subscriber's address ("Facility").
2. **Additional License Use.** MSE grants to Subscriber a branded Facility Website, the right to purchase individual CD's, DVD's, and Videotapes, and to be able to make print-outs of any of the licensed content.
3. **Term.** The term of this Agreement will begin upon the activation of Programs on the System ("Effective Date") and shall continue for a 12-month period ("Initial Term"). This Agreement will automatically renew for a 12-month period ("Additional Term") at the end of the Initial Term (and each Additional Term) unless, at least 60 days prior to the end of such Term, either party notifies the other of its intent to terminate this Agreement.
4. **Programs.** For the purpose of this Agreement, Programs are defined as digital files used with the purpose of patient education and staff training.
5. **Additional Programs.** Subscriber may license additional Programs at the annual license fee stated on page 1 of this Agreement. No credit will be granted to Subscriber for any unused, returned, cancelled or deleted Programs during the Term. Annual license fees are determined at the beginning of each Term and are in effect for each Program added during the then current Term.
6. **Program Delivery.** Subscriber shall be responsible for delivery of the Program(s) on the System. Subscriber agrees to have all the equipment installed to receive, store, play and/or transmit the programs over its System. MSE makes no guarantees or warranties with regard to the recording, storage and playback equipment installed on the System by the Subscriber. Any interruption of service as it pertains to the installed equipment or its inability to deliver the Program(s) with the anticipated functionality shall not constitute cause for breach of this agreement as it pertains to payments of the License Fees for the Program(s).
7. **Payments.** All sums due MSE are due and payable on the first day of the period as stated ("Billing Options") on page 1 of this Agreement. Failure to pay any sum within 10 days of the due date will constitute a default under this Agreement. Past due sums will bear interest from the due date until paid at the rate of 12% per month or the maximum permitted by law, whichever is less.
8. **Taxes.** Subscriber will pay, in addition to all other charges and fees under this Agreement, all taxes, however designated or levied, based upon MSE's charges or fees, or upon this Agreement, or upon the Program(s) or the receipt thereof.
9. **Covenants of Subscriber.** Subject to the terms and conditions of this Agreement, MSE grants Subscriber a non-exclusive license to use, store, distribute, transmit and publicly display the Program(s), as described on page 3 of this Agreement and any Additional Programs, in accordance to this Agreement. Subscriber understands that it may not invite personnel from other facilities, whether or not affiliated with the receiving facility, to view the Program(s). Subscriber also understands that it is not authorized to duplicate programs in any format and if it fails to abide by this restriction, MSE may immediately terminate this Agreement.
10. **WARRANTY.** MSE DOES NOT MAKE, AND SUBSCRIBER EXPRESSLY WAIVES, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE PROGRAM OR SERVICES.
11. **LIMITATION OF LIABILITY.** MSE IS NOT LIABLE FOR ANY ACTUAL, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED, TO LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT, EVEN IF MSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MSE'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THREE TIMES THE MONTHLY SERVICE FEE.
12. **Remedies.** If Subscriber defaults in any of its obligations, MSE will have, in addition to any other remedies, the right to terminate this Agreement. In the event Subscriber defaults in its obligation to pay License Fee, Subscriber will pay MSE, as liquidated damages and not as a penalty, and in addition to any other remedies, the remaining License Fee due under the remaining term of this Agreement.
13. **Action upon Termination.** Upon termination of this Agreement for any reason by either party, Subscriber will immediately cease using the Program(s), erase and destroy all copies of the Program(s) and will warrant in writing that all use of the Program(s) has been permanently discontinued.
14. **Successors and Assigns.** MSE may assign this Agreement and any of its rights and may delegate any of its obligations hereunder. Subscriber may not assign this Agreement without the express prior written consent of MSE. Any attempt by Subscriber to assign this Agreement without such consent will be void and will constitute a default. MSE will not unreasonably withhold consent of an assignment to a successor operating out of the Facility. Failure to assign this Agreement to a successor will not be cause for termination of this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
15. **Force Majeure.** Failure of either party to perform its obligations, other than Subscriber's obligations to pay any charges when due, will not be a default or breach if the failure is the result of acts of God, any government or regulatory agency, common carrier, equipment manufacturer, or cause beyond the reasonable control of MSE or Subscriber, such as, but not limited to, fire, explosion, flood, strike, riot, communications or power supply, delay in delivery, or failure or malfunction of equipment.
16. **GOVERNING LAW.** THIS AGREEMENT IS TO BE CONSTRUED, ENFORCED AND GOVERNED BY THE LAWS OF THE STATE OF MASSACHUSETTS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, WITH VENUE IN MIDDLESEX COUNTY, MASSACHUSETTS.
17. **Entire Agreement.** This Agreement constitutes the entire Agreement between MSE and Subscriber and supersedes all prior agreements and negotiations, written or oral, relating to this subject matter. No change or waiver of the provisions of the Agreement will be valid or enforceable unless in writing and executed by the party against whom the change or waiver is sought to be enforced. Any terms or conditions in addition to or inconsistent with the preprinted terms and conditions of this Agreement are of no force or effect unless expressly agreed to in writing signed by an authorized representative of MSE.

Subscriber's Name

Subscriber's Signature Date

John Samellas, CEO Date