



THIS APP IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 18.

This End User License Agreement (“**Agreement**”) sets forth the terms and conditions by which you may download and use the Sentinel Healthcare software application, related services, as well as all updates, enhancements, and upgrades (collectively, “**App**”) provided to you by Sentinel Healthcare Corporation (hereinafter “**Sentinel**”) and/or its authorized distributors. “You”, “your”, “yourself” means you, as an individual.

PLEASE READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY BEFORE USING THE APP. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE APP. THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT SENTINEL’S LIABILITY TO YOU. BY USING THE APP, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT THE PROVISIONS, DISCLOSURES, AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS, OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

1. In General

The terms of this Agreement will govern the App and any software updates, enhancements, and upgrades that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern. You agree to comply with all terms, conditions, and restrictions set forth in this Agreement. You acknowledge that any use of the App not in compliance with this Agreement invalidates this license and may be prosecuted to the full extent of the law. By downloading and using this App, you represent and warrant that you are at least 18 years old.

2. Permitted Use and Restrictions

a. Grant of License and Reservations. Subject to the terms of this Agreement, Sentinel grants you a limited, non-exclusive, revocable, non-transferable license to install and use the App and any future fixes, updates and upgrades provided to you solely for use in connection with your provision of medical care to patients including transmitting, accessing, managing, collecting, and displaying Patient Information (defined in clause 3 below) by and among authorized Healthcare Providers (defined in clause 4 below). This App is licensed, not sold, to you by Sentinel for use only under the terms of this Agreement. Sentinel reserves all rights not expressly granted to you. The rights granted in this Agreement are limited to Sentinel’s intellectual property rights in the App and do not include any other patents or intellectual property rights. You may own the media on which the App is stored, but Sentinel retains ownership of the App itself.

b. Reverse Engineering. Except as expressly set forth in this Agreement, you agree to not reverse engineer, decompile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies, create derivative works from, distribute or provide to others the App, in whole or part, or transmit or communicate the App over a network or to any third party. You agree to not lease, loan, sublicense, distribute, or otherwise provide others access to any aspect of the App, except as expressly permitted in this Agreement. Furthermore, you agree to not develop, sell, or distribute applications that are capable of launching, being launched from, or are otherwise integrated with the App, or content accessed through the App without Sentinel’s express written permission.

c. Further Restrictions. You further agree to not use the App for the following purposes:

- i. Transmit, access, or communicate any data that you do not have the right to transmit, access, or communicate under applicable Law (as defined in clause 15(b) below), including the Health Insurance Portability and Accountability Act of 1996 as modified by the Health Information Technology for Economic and Clinical Health Act, and all rules, regulations, and related laws and acts promulgated under and in connection therewith (collectively, “HIPAA”), under similar more stringent state laws, or under a contractual or fiduciary relationship;
- ii. Infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- iii. Transmit or communicate any data that contains software viruses or any other computer code, files, or

- programs designed, intended, or likely to interrupt, destroy or limit the functionality of any computer; software or hardware or any telecommunications equipment;
- iv. Interfere with, or disrupt or circumvent the App;
 - v. Intentionally or unintentionally violate any applicable local, state, national or international Law, including laws relating to securities exchange, and any regulations, requirements, procedures or policies in force from time to time relating to the App;
 - vi. Transmit or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
 - vii. Use the App while driving;
 - viii. Endanger yourself or others; or
 - ix. Impair primary clinician's ability to provide medical treatment at the standard of care.

3. Patient Information

You acknowledge and agree that the App may be used to transmit, collect, access, manage, and display Patient Information by and among you and other authorized Healthcare Providers, and their employees and contractors. You acknowledge and agree that Patient Information related to your treatment may be stored by Sentinel and/or its licensees and service providers in connection with providing the App and its related services, as well as shared among other users of the App and its related services. You acknowledge and agree that the Patient Information stored by Sentinel shall not serve as the system of record for any patient, personal representative of a patient, health care provider, any business associate of a healthcare provider, or any affiliates of the foregoing. **"Patient Information"** means, collectively, information and data related to the provision of health care to patients, their health status, medical records, and related information and documents, including consent to treatment forms, authorization to disclose medical information forms, Medicare forms, Medicaid forms, living wills, Directives to Physicians and Family or Surrogates, Medical Powers of Attorney, Out-of-Hospital Do-Not-Resuscitate Orders, Declarations of Mental Health Treatment, images, reports, and lab and test results, medical treatments performed by you and/or other Healthcare Providers, and other "protected health information," as defined under HIPAA and similar terms as defined by state, national, or international Law. You agree that your provision and use of all Patient Information will be in compliance with HIPAA and all other applicable Laws.

4. Medical Advice and Treatment

Sentinel does not provide medical advice, diagnosis, or treatment. You acknowledge and agree that the App is merely a conduit of information related to patients and the provision of healthcare to patients by independent third party healthcare providers, physicians, physician assistants, nurses, paramedics, emergency care responders, other physician extenders, healthcare systems, healthcare facilities, or other providers of healthcare services (collectively, **"Healthcare Provider(s)"**). You acknowledge and agree that the Healthcare Providers are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services, advice, instructions, treatment decisions, and other professional health care services performed, and that all diagnoses, treatments, procedures, and other professional health care services will be provided and performed exclusively by or under the supervision of Healthcare Providers as they, in their sole discretion, deem appropriate. You further acknowledge and agree that Sentinel does not provide or endorse any medical advice on or through the App and no information obtained through the App can be construed or used as such. Sentinel will absolutely not have and will not exercise control, authority, or supervision over the provision of any medical services or other professional health care services. The use of the App, all text, graphics, images, audio content, audiovisual content, data, other materials and any other information provided on or entered into or made available through the App, including all healthcare related information, whether provided by you or other third parties (collectively, "Content"), is solely your responsibility. Sentinel will make all reasonable efforts in accordance with applicable laws and agreements to safeguard the integrity and availability of the Content. Further, when using the App, information may be transmitted over a medium that may be beyond the control and jurisdiction of Sentinel and its suppliers. Accordingly, Sentinel assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with

use of the App that is reasonably determined to be beyond Sentinel's control. Furthermore, you acknowledge and agree that you are solely responsible for all medical services, advice, instructions, diagnoses, treatments, procedures, and other services you obtain or provide in connection with using the App or otherwise.

5. Registration

Upon registration, you agree to provide current, accurate, and complete information about you and Your Organization as is required to register to use the App and at other points as may be required in the course of using the App, including your complete legal name, street address, phone number(s), email address, and such other information as may be requested by Sentinel ("**Registration Data**"). Further, you agree to maintain and update your Registration Data as required to keep it current, accurate, and complete. You agree that Sentinel may store and use the Registration Data you provide in connection with your use of the App in accordance with the End User Privacy Policy ("Privacy Policy," which is incorporated into this Agreement by reference). Sentinel has the right, but not the duty, to confirm or otherwise verify or check, in its sole discretion, the truth and accuracy of any registration information at any time. Verification of your registration information, specifically, your name, address and/or tax identification number, against a third party database may be considered to constitute a "credit check" under certain laws. Sentinel is not making, and will not otherwise make, any type of inquiry to any third party regarding any individual's credit history and personal financial information without first obtaining such individual's express authorization to do so. Sentinel may terminate your rights to the entire App, if any information you provide is false, incomplete or inaccurate.

6. Third Party Technology

Any and all third party technology provided, made available, linked to, or otherwise accessible through the App ("**Third Party Technology**") is provided solely as a convenience to you and is not under the control of Sentinel. Sentinel does not endorse, recommend, or otherwise make any representations or warranties with respect to any Third Party Technology. Sentinel does not have any responsibility or liability to you for any Third Party Technology which you access and you use at your own risk. Further, you agree to comply with any and all terms and conditions applicable to the use of Third Party Technology and otherwise ensure that you have obtained all rights, licenses, and clearances that may be necessary to use such Third Party Technology.

7. Third Party Websites

This App may contain links to other independent third party websites ("**Linked Websites**"). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under the control of Sentinel, and Sentinel is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. Sentinel does not have any responsibility or liability for any information, data, communications or materials available on such third-party sites. You therefore access these Linked Websites at your own risk.

8. Collection of Information

You grant Sentinel the perpetual, non-exclusive, worldwide, royalty-free irrevocable license to use, copy, print, display, reproduce, modify, publish, post, transmit, distribute, and preserve any transmittal, communication, or other Content provided by you through the App, or any other service offered on or through the App, and data related to your use of the App, including your name, profile, biography, and treatment and response times. Sentinel may disclose any such information and Content to other users of the App, Sentinel's licensees, service providers, clients, researchers, and other third parties in accordance with applicable Law, agreements and the Privacy Policy. Further, Sentinel may also use or disclose such data if required to do so by Law or Sentinel determines that such use or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce this Agreement, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property, or personal safety of Sentinel, its employees, and users of the App. For further information regarding your privacy, please review our Privacy Policy, which is incorporated into this Agreement by reference. Notwithstanding the foregoing, the Privacy Policy may be changed from time to time without amending this Agreement. To the extent that there is a conflict

between the Privacy Policy and this Agreement, this Agreement will control with respect to your use of the App; the Privacy Policy controls with respect to the collection, use, disclosure and disposal of your information.

9. Authorized Use

Except as expressly set forth in this Agreement, you will protect the confidentiality of the App, and will not distribute or otherwise make available the App, or any portion of the App, in any form to any third party. Any rights you may possess in the App expire upon expiration or termination of this Agreement. You will employ the security measures necessary to prevent unauthorized users from accessing the App including your user ID(s) and password(s) (“**Login Information**”). You are solely responsible for the maintenance and protection of your Login Information. You accept responsibility for, and will be liable for all access to the App in connection with your Login Information. Without the prior written consent of Sentinel, you will not utilize the services of any third party to assist you in using the App. Further, you will be responsible for all activities that occur under or in connection with your account and your use of the App.

10. Export Law Assurances

You will not use or otherwise export or re-export this App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App will not be exported or re-exported (1) into (or to a national or resident of) any U.S. embargoed countries, or (2) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons’ List or Entity List. By using the App, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

11. Territory

Presently, the App is available to residents of the United States only. You understand and acknowledge that you may not sign up for, access or attempt to access or use the App from countries outside of the United States. Sentinel may use technologies to verify your compliance. You agree to abide by United States, and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

12. Trademarks

Trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners. Sentinel Healthcare™ and the trademarks related to the App are trademarks of Sentinel. You are not granted any right or license with respect to any of the trademarks mentioned above and any use of such trademarks.

13. Copyright Infringement

Sentinel respects copyright and other laws. Sentinel requires all App users to comply with copyright and other laws. Sentinel does not, by the supply of the App, authorize you to infringe the copyright or other rights of third parties. As a condition to use the App, you agree that you must not use the App to infringe upon the intellectual property or other rights of others in any way. The unauthorized reproduction, distribution, modification, public display, communication to the public or public performance of copyrighted works is an infringement of copyright. You are entirely responsible for your conduct and for ensuring that it complies with all applicable copyright and data-protection laws. In the event you fail to comply with laws regarding copyrights or other intellectual property rights, data protection and privacy, you may be exposed to civil and criminal liability, including possible fines and jail time.

14. Ownership and Title

All title to and the rights in the App, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, service marks, domain names, trade dress, trade secrets, other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of Sentinel or its licensors.

15. Representations & Warranties

In addition to the other representations and warranties contained in this Agreement, you further represent, warrant, and covenant to Sentinel the following:

- a. All information you provide to Sentinel as part of the registration process or otherwise will be truthful, accurate and complete, irrespective of any independent verification or other determination made by Sentinel;
- b. You, and/or your practice, and all goods and services provided in connection with your use of the App will comply with all applicable international, national, federal, state, and local laws, regulations, ordinances, and judicial decisions in courts and tribunals of competent jurisdiction within the United States, as applicable (collectively, "**Law**");
- c. You are legally authorized in accordance with applicable Law to provide any and all Patient Information that you provide to the App for all uses contemplated under this Agreement;
- d. This Agreement has been duly and validly authorized, accepted, agreed to, and delivered by you (or your authorized representative) and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with this Agreement. You represent that you have full power, capacity and authority to enter into this Agreement. If you are accepting on behalf of your employer or an entity, you represent that you have full legal authority to bind your employer or such entity to this Agreement; and
- e. The performance by you of this Agreement and your use of the App does not and will not conflict with or violate (1) any law, rule, regulation, order, judgment, decree, agreement, instrument, or obligation applicable to you, or (2) if you are an entity, any provision of your organizational or governing documents.

16. Disclaimer of Warranties

THE APP, AND ANY THIRD PARTY TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Sentinel, ITS LICENSORS, AND SUPPLIERS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY:

- (1) AS TO THE SEQUENCE, ACCURACY, TIMELINESS, RELEVANCE, OR COMPLETENESS OF THE APP;
- (2) AS TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE APP REGARDING TREATMENT OF MEDICAL CONDITIONS, ACTIONS, DIAGNOSES, PROCEDURES, APPLICATION OF MEDICATION, OR OTHER PROVISION OF HEALTHCARE SERVICES;
- (3) THAT THE APP MAY BE RELIED UPON FOR ANY REASON, THAT THE USE OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, YOUR USE OF THE APP, AND ANY THIRD PARTY TECHNOLOGY IS AT YOUR OWN RISK. Sentinel DOES NOT WARRANT THAT THE APP OR THIRD PARTY TECHNOLOGY WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE EXTENT THAT Sentinel MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

17. Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL Sentinel BE LIABLE TO YOU OR ANY OTHER PERSON FOR DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES OR LOST PROFITS IN CONNECTION WITH THE APP OR OTHERWISE RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. Sentinel WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF CIRCUMSTANCES BEYOND ITS CONTROL, WHICH CIRCUMSTANCES INCLUDE NATURAL DISASTER, TERRORISM, THIRD PARTY LABOR DISPUTES, WAR, DECLARATIONS OF GOVERNMENTS,

TRANSPORTATION DELAYS, FAILURE OF HARDWARE, EQUIPMENT, OR TELECOMMUNICATIONS FAILURE. Sentinel WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF YOUR MISUSE OF THE APP BY YOU OR ANY OTHER PERSON. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IN THE EVENT THAT ANY EXCLUSIVE REMEDY PROVIDED HAS FAILED OF ITS ESSENTIAL PURPOSE. FURTHER, IN NO EVENT WILL Sentinel BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY USE OR MISUSE OF ANY THIRD PARTY TECHNOLOGY. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. IN NO EVENT SHALL THE LIABILITY OF Sentinel FOR ANY LOSS RELATED TO USE OR INABILITY TO USE THE APP EXCEED USD \$5.00.

18. Indemnification

YOU WILL INDEMNIFY, DEFEND, AND HOLD INDEMNITEES (AS DEFINED BELOW) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM OR ATTRIBUTABLE TO (1) YOUR PROVISION OF MEDICAL SERVICES AND TREATMENT OF PATIENTS IN CONNECTION WITH YOUR USE OF THE APP OR OTHERWISE; (2) YOUR BREACH OF ANY OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS, OR OTHER AGREEMENTS MADE UNDER THIS AGREEMENT; (3) ANY CLAIMS BY OR DISPUTES RELATED TO YOUR USE OF THE APP ; (4) ANY CONTENT YOU PROVIDE TO THE APP OR OTHERWISE TRANSMIT USING THE APP; AND (5) BREACH OF CONFIDENTIALITY RELATED TO YOUR USE OF THE APP.

a. **Procedures.** The Indemnitee will give you written notice of any Claim for which indemnification is sought. However, failure to provide such notice will not relieve you from your liability or obligations under this Agreement, except to the extent you are materially prejudiced as a direct result of such failure. The Indemnitee will cooperate with you at your expense in connection with the defense and settlement of the Claim. You may not settle any indemnified Claim in a manner that adversely affects the Indemnitee without its prior written consent. Further, the Indemnitee may participate in the defense of the Claim through counsel of its own choosing at its own cost and expense. If you fail to promptly assume the defense and employ counsel reasonably satisfactory to Indemnitee, or the Indemnitee has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnitee, the Indemnitee may employ separate counsel, in addition to local counsel, to represent or defend such Indemnitee in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred. To the extent indemnification requires the payment of monies owed, such indemnification will occur as soon as reasonably possible after the determination of monies owed, and payment to the Indemnitee will be made within 30 days of a final determination of monies owed. Your obligations under this Section are in addition to any rights that any Indemnitee may have at common law or otherwise.

b. **Defined Terms.** "Claim" means each and every claim, request, accusation, allegation, assertion, complaint, petition, demand, suit, action, proceeding, and cause of action of every kind and description. "Indemnitee" means Sentinel, its affiliates, and its and their respective officers, directors, shareholders, managers, members, agents, employees, representatives, successors, and assigns. "Loss" means each and every liability, loss, damage, and injury (including injury or damage to any property right, and injury, damage, or death to any Person), wound, wrong, hurt, harm, expense, deficiency, diminution in value, obligation, expenditure and disbursement of any kind or nature (including all fees, costs, and expenses of investigation, travel expenses, and value of time expended by personnel), settlement, fine, fee, cost, cost of court, and all expenses of litigation (including reasonable attorneys' fees) incident to any of the foregoing.

19. Release

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS OF THE APP FOR ANY REASON, YOU RELEASE SENTINEL (AND ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, AGENTS, SUBSIDIARIES, REPRESENTATIVES, AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES

NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

20. Term

Unless otherwise terminated by Sentinel as provided for in this Agreement, this Agreement will remain in effect for so long as Sentinel licenses the use of the App to you.

21. Termination

Sentinel may, in its sole discretion and without prior notice, terminate your access to the App for violations of this Agreement or other agreements or guidelines, which may be associated with your use of the App, or if Sentinel deems it necessary in its sole discretion. Further, Your Organization may terminate, or request that Sentinel terminate your access to the App. In any such event, you must destroy all copies of the App and all of its component parts. Failure to abide by this Agreement is a material breach of this Agreement for which Sentinel may pursue all rights and remedies it has pursuant to this Agreement, and any other rights and remedies it may have at law or in equity. You also agree that any violation by you of this Agreement will constitute an unlawful and unfair business practice and will cause irreparable harm to Sentinel, for which monetary damages would be inadequate, and you consent to Sentinel obtaining any injunctive or equitable relief that Sentinel deems necessary or appropriate in such circumstances without the need to post a bond or satisfy any similar requirements. These remedies are in addition to any other remedies Sentinel may have at law or in equity.

22. U.S. Government End Users

The App is a “commercial item” as that term is defined at FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and is provided to the U.S. Government only as a commercial end item. Consistent with FAR 12.212 and DFARS 227.7202, all U.S. Government End Users acquire the App with only those rights expressly set forth in this Agreement.

23. General Provisions

a. Entire Agreement. This Agreement, the Privacy Policy, and any other terms of use, or other guidelines (collectively, “**Other Terms**”) provided by Sentinel through or in connection with the App contain the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all previous verbal and written agreements between the parties concerning the subject matter of this Agreement. To the extent that any Other Terms conflict with any provision of this Agreement, this Agreement will control. The App is the property of Sentinel. Sentinel reserves the right to change, add or remove portions of this Agreement or the App at any time and at its sole discretion. Your continued use of the App following the posting or delivery to you of any changes means that you accept and agree to such changes.

b. Assignment. This Agreement, and any rights or obligations in this Agreement will not be assigned by you without the prior written consent of Sentinel. Any attempt to assign or transfer this Agreement other than in accordance with this provision will be null and void. Subject to the foregoing, this Agreement and its terms and provisions inure to the benefit of and are binding upon the parties and their respective successors, heirs, personal representatives, and assigns.

c. Governing Law/Waiver of Trial by Jury.

i. You agree that all matters relating to your access to or use of the App, including all disputes, will be governed by the laws of the United States and by the laws of the State of Washington without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in King County, Washington, and waive any objection to such jurisdiction or venue. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion of any provision, to be unenforceable, the remainder of this Agreement will continue in full force and effect.

ii. EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

d. Notices. All notices, requests, or consents sent to Sentinel that are required or permitted under this Agreement must be in writing (including electronic form) and must be delivered to the address designated below in a notice served in the manner provided for below. Each notice, request, consent, or other communication will be given and will be effective: (1) if delivered by hand, when so delivered; (2) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (3) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal App; or (4) if delivered by facsimile, upon confirmation of successful transmission, and if delivered by email, upon confirmation of receipt by the other party in writing by return email.

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e. Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions of this Agreement are declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of this Agreement. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provisions.

f. Captions. The headings and captions of this Agreement are inserted for reference convenience and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision of this Agreement. Unless otherwise expressly provided, the words "include(s)," "included," or "including" do not limit the preceding words or terms. Pronouns will refer to the masculine, feminine, neuter, singular, or plural as the context will require.

g. Waiver. The failure or delay of Sentinel to exercise or enforce any rights or provision of this Agreement does not constitute a waiver of such right or provision.

h. Survival. All provisions which must survive in order to give effect to their meaning will survive any expiration or termination of this Agreement, including without limitation, Sections 2(b), 16, 17, 18 and 19 and all of your representations, warranties and indemnification obligations, which will survive any expiration or termination of this Agreement indefinitely.

Last Updated February 27, 2019