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**3. LIMITED WARRANTY AND REMEDY.** We warrant only that, through our website, you will be able to obtain certain publically available data specific to healthcare entities. If we materially breach this warranty, we may, at our sole discretion, re-perform the applicable search or perform the identical service you requested, or refund your fees for that search. You understand and agree that this is your sole and exclusive remedy for any material breach of this warranty.

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**6. YOUR INDEMNIFICATION.** You shall indemnify, defend and hold us harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, expert witness fees and costs based upon any breach of this agreement by You, including without limitation the illegal or wrongful use of any data or information, your gross negligence or intentional wrongdoing in connection with the use of the same, unsubstantiated claims brought by patients or other third parties; or your failure to comply with your obligations under applicable federal, state or local laws.

**7. CONFIDENTIALITY.** You shall treat all data and information disclosed to you under this agreement as strictly confidential. Information, data and reports shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized under this agreement by law. Disclosure of such information may be cause for criminal and/or civil legal action against you and any involved third party, and state agencies are not responsible for the defense of any such action. Any person who willfully and knowingly obtains, resells, transfer, or uses financial information in violation of law may be subject to criminal charges and/or liable to any injured party for damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply. You hereby affirm, agree and covenant that you are and shall remain in



compliance with all applicable laws and the terms and conditions of this Agreement for the security and confidentiality of data, information and records provided to you.

**8. TERM AND TERMINATION.** This agreement shall begin on the date you accept it, and continue until any termination or expiration hereof. During the subscription, if you breach all or portions of this agreement, we may suspend or terminate your account and this agreement, and may remove any information you have placed on our site. Sections 1 through 10 shall survive any expiration or termination of this agreement.

**9. COPYRIGHTS, TRADEMARKS, LINKING AND PRIVACY.** All trademarks and brand names are the property of their respective owners. Any uses of trademarks that appear on our website require our prior written approval in each instance. You may have a simple link from your web site to ours. All other links require our prior written permission in each instance (e.g., you intend to frame our site or incorporate pieces of it into a different site or product in a way that is not clear to our users). We, at our sole discretion, may refuse to allow you to link to us or our site.

**10. PRIORITY OF DOCUMENTS.** In the event there is a conflict between this Agreement and any other agreements between you and us, the relevant terms and conditions of this Agreement shall control.

**11. GENERAL.** This agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie only in Spokane County, Washington, USA. The parties hereby consent to personal jurisdiction over them by the courts within Spokane County, Washington, USA and waive all objection and challenge to such venue and personal jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated by this agreement. You may not assign or transfer, by operation of law or otherwise, your rights under this agreement or delegate any duties under this agreement to any third party without our prior written consent in each instance. Any attempted assignment or transfer in violation of the foregoing will be void. All waivers must be in writing. Any waiver or failure to enforce any provision of this agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. In any controversy, claim or dispute arising out of or relating to this agreement or the method or manner of performance thereof or the breach thereof, the prevailing party shall be entitled and awarded in addition to any other relief, its attorneys' fees, expert witness fees and costs. If any term or provision of this agreement or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement or the application of such terms or provisions to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law. Nothing contained in this agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of any association between any of the parties hereto other than independent contracting parties. The parties affirm and agree that they have had an opportunity to consult with their respective counsel and with such other experts or advisors as they have deemed necessary in connection with this Agreement. This Agreement shall be construed without any presumption or rule requiring that it might be construed against the party causing this Agreement, or any part of it to be drafted. Any notice, payment, demand, or communication required or permitted to be given by any provision of this agreement shall be in writing and sent by telephone facsimile transmission, certified or registered mail with return receipt requested, or express courier or delivery service and addressed to you at the address then on record with us, or to such other address as you may from time to time specify by notice to us in writing. You may deliver notices to 1908 N Dale Lane, Ste. A, Spokane Valley, WA 99212, Attn: Customer Service or send an e-mail to [support@LTC-Analytics.com](mailto:support@LTC-Analytics.com).