

VGM GROUP, INC.

FUNCTIONAL MOBILITY ASSESSMENT (FMA)

END USER LICENSE AGREEMENT (“EULA”)

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2. SCOPE OF GRANT:

LICENSEE may:

- (a) use the FMA to collect data through COMPANY’s outcomes program for the evaluation of rehabilitation patients and rehabilitation equipment performance;
- (b) make copies of the FMA in sufficient quantity for use in the evaluations; and
- (c) access the FMA via U.S. Rehab’s data collection website at <https://fma.usrehab.com> via a password protected portal or transfer FMA data electronically via an application program interface (API) to collect data for the evaluation of rehabilitation patients and rehabilitation equipment performance.

LICENSEE may not:

- (a) redistribute, post, or otherwise enable or permit other individuals who have not executed a license agreement with UNIVERSITY or COMPANY to access or use the FMA;
- (b) sell or use the FMA for any commercial purpose without first obtaining a license agreement from the COMPANY for such commercial use of the FMA;
- (c) modify, translate, or create derivative works of, or based on, the FMA, or disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code of the FMA;
- (d) copy the FMA other than as specified above;
- (e) rent, lease, grant a security interest in, or otherwise transfer rights to the FMA or grant a sublicense of the FMA without the prior written consent of COMPANY; or

(f) remove any proprietary copyright notices, labels or markings on the FMA.

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4. **DISCLAIMER OF WARRANTY:** THE FMA, INCLUDING BUT NOT LIMITED TO FMA VERSIONS AND TOOLS, IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. UNIVERSITY AND COMPANY MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OF AND/OR ACTIVITIES RELATING TO THE FMA, ITS VERSIONS AND TOOLS, REMAINS WITH LICENSEE. IN NO EVENT SHALL UNIVERSITY OR COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE FMA, INCLUDING BUT NOT LIMITED TO ITS VERSIONS AND TOOLS.

5. **EXPORT LAWS.** LICENSEE acknowledges and agrees that the FMA may be subject to export controls in the United States and other countries. LICENSEE agrees to comply with all United States export laws and regulations and with all export or import regulations of other countries, and LICENSEE shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the FMA or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country (a “Prohibited Country”); (b) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals (a “Prohibited Person”); or (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export (a “Restricted Country”) without first obtaining such license or approval. LICENSEE hereby represents and warrants that it is not a Prohibited Person and that the FMA will not be used in or delivered to any Prohibited Country. LICENSEE assumes sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation.

6. **INDEMNIFICATION:** The entire risk as to exercise of the License rights and the use and performance of the FMA is assumed by LICENSEE. LICENSEE shall defend, indemnify and hold harmless UNIVERSITY AND COMPANY, and the trustees, shareholders, officers, employees and agents of each of them, from and against any and all claims, demands, damages, losses, and expenses of any kind (including but not limited to attorneys’ fees), relating to or arising from the

License or the LICENSEE's use or disposition of the FMA under this Agreement. This section shall survive the expiration or termination of the License or this Agreement for any reason.

7. **TERMINATION:** The License shall terminate automatically if LICENSEE fails to comply with the limitations described herein or if a controlling interest in LICENSEE is sold to another company, all or substantially all of the assets of LICENSEE are sold, or if LICENSEE fails to conduct operations as a going concern. The License may also terminate on prior written notice of COMPANY due to UNIVERSITY'S termination of its license to COMPANY. On termination, LICENSEE must destroy or return all copies of the FMA, and upon request, certify that fact in writing to either COMPANY or UNIVERSITY.

8. **CHOICE OF LAW:** This Agreement shall be construed and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania. The forum for any action relating to this Agreement shall be the Courts of Allegheny County, Pennsylvania, or, if in a federal proceeding, the United States District Court for the Western District of Pennsylvania.

9. **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof. It may be amended only in a written instrument signed by the parties. This Agreement is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

[The remainder of this page is left intentionally blank.]

By the signature below of an individual authorized to execute contracts on behalf of the LICENSEE, the terms above are hereby agreed to with the intent of being legally bound with an effective date of the last signature below.

U.S. REHAB,
A DIVISION OF VGM GROUP, INC.

By _____

Date _____

LICENSEE

By: Licensee Representative

Name _____

Company _____

Title _____

Date _____