COVID PROTOCOL AGREEMENT (the "Agreement")

PURPOSE OF THIS AGREEMENT

This Agreement shall set forth the terms and conditions pursuant to which Triage Logic Management and Consulting, LLC, with a mailing address of 8834 Goodby's Executive Dr, #1 Jacksonville, FL 32217 ("TL") will provide the legal entity named on the TL COVID-19 registration page (the "Customer") with on-line, internet based access to and use of the COVID-19 triage protocol developed by Barton Schmitt, MD and David Thompson, MD (such protocol shall be referred to as the "Protocol"; the access and use to the Protocol provided by TL shall be referred to as the "Service").

TERMS AND CONDITIONS

1. Term; Termination; Survival of Provisions

The term pursuant to which you can use Service and shall commence on the date that you access the Service and shall continue until (a) you no longer access and use the Service; or (b) Triage elects to no longer make the Service available (the "Term"). TL shall have the right to terminate this Agreement if Customer fails to cure a breach of this Agreement within ten (10) days of the notice of such breach. The following sections of this Agreement shall survive termination of this Agreement or expiration of the Term: 4, 5, 6 and 8.

2. Licenses

TL grants to the Customer a non-exclusive, non-transferable, revocable limited license to use the Service during the Term. Except for the license granted in this Section 2, the Customer acknowledges that it acquires no other rights to the Service and that all right, title and interest in and to the Service and the Protocol shall remain with TL and its licensors. The Customer shall not decompile copy, disassemble, modify, decrypt, translate or otherwise reverse engineer the Service or the Protocol. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Protocol; (ii) modify or make derivative works based upon the Service or the Protocol; (iii) create Internet "links" to the Service or "frame" or "mirror" the Service; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Use of Service, Support and Customer Data

3.1.   The Customer shall, at its own cost, obtain any necessary equipment (including computer hardware and software), connectivity, and authorizations to enable the Customer to connect to and use the Service. TL shall provide Customer with a User ID and password that will permit Customer to access and use the Service. Customer is solely responsible for the security and use of the user ID and password. If the security of the user ID and/or password is comprised, Customer shall promptly contact TL. TL shall provide email-based support concerning use of the Services Monday through Friday (excluding Federal holidays) from 9:00AM to 5:00PM (Eastern Standard Time). All inquiries concerning support and use of the Service shall be sent by one named representative selected by Customer.

3.2.   As part of the Service, TL shall provide Customer with the ability to access and print certain forms in which   the Customer can use to create a record of their use of the Service (the "Service Form"). TL does not have access to or own any data, text, information, graphics or other materials that the Customer uses in conjunction with the Service Form (such material shall be collectively referred to as the "Customer Data"). The Customer, not TL, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and TL shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. **CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY REGARDING THE MANAGEMENT, STORAGE,**

SECURITY, PRIVACY AND USE OF THE SERVICE AND CUSTOMER DATA (INCLUDING, BUT NOT LIMITED TO, REQUIREMENTS MANDATED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, PUBLIC LAW 104-191). THE SERVICE DOES NOT MANAGE, COPY OR STORE THE SERVICE FORM CREATED OR THE CUSTOMER DATA.

3.3.　　　The Customer represents and warrants to TL that: (a) they the legal right to use the Customer Data in conjunction with the Service; and (b) the Customer Data does not contain any content that is unlawful, tortuous, defamatory, libelous, deceptive, fraudulent or invasive of another party's privacy or publicity. Customer acknowledges that TL may compile certain general information related to use of the Service. Such data may be used for general scientific research, improvements to the Service and triage practices, disease tracking and epidemic surveillance. The data used for such purposes will not include any identifiable practice or patient information of Licensee.

3.4.　　　CUSTOMER AGREES THAT THE SERVICE AND PROTOCOL (INCLUDING ANY UPDATES TO THE PROTOCOL) SHALL NOT BE USED UNLESS THEY HAVE BEEN REVIEWED AND APPROVED BY APPROPRIATE MEDICAL PROFESSIONALS EMPLOYED OR RETAINED BY CUSTOMER OR CUSTOMER'S MEDICAL ADVISORY PANEL, WHICH IS SOLELY RESPONSIBLE FOR OVERSEEING THE USE OF THE PROTOCOL BY CUSTOMER. TL AND ITS LICENSORS DISCLAIM ANY AND ALL LIABILITY FOR THE USE OF THE PROTOCOL, WHICH IS TO BE USED AT THE CUSTOMER'S OWN RISK AND RESPONSIBILITY, AND IN PARTICULAR DISCLAIMS RESPONSIBILITY FOR ANY HARMFUL CONSEQUENCE, LOSS, INJURY, OR DAMAGE ASSOCIATED WITH THE USE AND APPLICATION OF INFORMATION OR ADVICE INCLUDED IN THE PROTOCOL. TL AND ITS LICENSORS MAKE NO WARRANTY OF ANY KIND REGARDING THE PROTOCOL, EITHER EXPRESS OR IMPLIED. USE OF THE PROTOCOL REQUIRES THE INTELLECT AND JUDGMENT OF A TRAINED AND CLINICALLY EXPERIENCED LICENSED HEALTH PROFESSIONAL WHO IS ALSO TRAINED AND FAMILIAR WITH THE PROTOCOL. NON-LICENSED AND NON-HEALTH PROFESSIONALS SHOULD NOT USE THE PROTOCOL.

3.5.　　　TL shall have the right during the Term of this Agreement to list and name the Customer as a user of the Service.

4. **Payment and Billing**
THE SERVICE SHALL BE PROVIDED AT NO FEE OR CHARGE.

5. **Limitation of Liability**
EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 6 (INDEMNIFICATION), IN NO EVENT WILL (A) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND (B) EITHER PARTY'S AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS ($100.00).

6. **Indemnification**
6.1.　　　The Customer shall indemnify and hold TL, its licensors and each such party's parent organizations, subsidiaries, officers, directors, governors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by the Customer of warranties set forth in Section 7 below; (iii) the Customer's breach of Sections 2 or 3 above; (iv) a third party claim brought against TL related to Customer's use of the Service or Protocol, or (v) negligent acts or omissions of the Customer or its employees.

6.2　　　TL shall indemnify and hold the Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that the Service directly infringes a copyright, a U.S. patent

issued as of the date Customer first uses the Service, or a trademark of a third party; or (b) a claim, which if true, would constitute a violation by TL of its warranties set forth in Section 7 below.

6.3   The party seeking indemnification shall (i) promptly give written notice of the claim to the other party; (ii) give the party providing indemnification sole control of the defense and settlement of the claim (provided that the party providing indemnification may not settle or defend any claim unless it unconditionally releases the other party of all liability); (iii) provide to the party providing indemnification all available information and assistance.

7. **Warranties**

TL warrants that: (a) it has the power and authority to enter into this Agreement and to perform all its obligations; and (b) it is the owner or authorized licensee of the Service. The Customer represents and warrants that: (i) it has the power and authority to enter into this Agreement and to perform all its obligations; and (ii) its performance under this Agreement shall comply with all applicable laws, rules and regulations. OTHER THAN AS SET FORTH IN THIS SECTION 7, TL SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Other Provisions**

Customer may not assign this Agreement to any person or entity. This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, agreements and understandings. This Agreement may be amended only by written instrument signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of TL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. This Agreement shall be governed by the laws of the State of Florida, excluding its choice of law rules. The exclusive venue for all disputes under this Agreement shall be the state courts in Duval County, Florida or the Federal Courts of Florida.   Either party may give notice by written communication sent by first class mail or by pre-paid post to the other party's address set forth in the introductory paragraph of this Agreement or by e-mail to the e-mail address provided by Customer as part of the Service registration process and, in the case of TL, to legalnotices@triagelogic.com. Such notice shall be deemed to have been given upon the expiration of five days after mailing by certified mail return receipt requested). This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document.