IAM HEALTH CLOUD AWS END USER LICENSE AGREEMENT (EULA)

IMPORTANT: USE OF THE IAM HEALTH CLOUD SOFTWARE CONSTITUTES ACCEPTANCE OF THIS

AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THE SOFTWARE.

This END USER LICENSE Agreement (the "Agreement") is made effective by and among end-customer

("Customer"), and MOTON Consulting, LLC, with a place of business in Lynwood, California, USA ("MOTON

CONSULTING, LLC").

The parties agree as follows:

1. DEFINITIONS

1.1. *"Intellectual Property Rights"* means worldwide common law and statutory rights associated with (i) patents and

patent applications; (ii) works of authorship, including copyrights, copyright applications, copyright registrations and

"moral" rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary

rights relating to intangible intellectual property (specifically excluding trademarks, tradenames and service marks);

(v) analogous rights to those set forth above; and (vi) divisions, continuations, renewals, reissuances and extensions

of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

1.2. *"AWS"* means Amazon Web Services. (https://aws.amazon.com)

1.3. *"Software"* means the IAM Health Cloud software, "Identity and Access Management Health Cloud" and/or "IAM

Health Cloud" or other provided by MOTON CONSULTING, LLC via AWS to Customer including all Updates related

thereto.

1.4. "*Update"* means a release of the Software containing substantially only Error Corrections, minor new features,

functionality and/or performance enhancements.

1.5. *"Customer"* is a user who subscribes to MOTON CONSULTING, LLC Software using AWS.

1.6. *"Customer data"* is all data created by Customer using the Software and/or stored in AWS.

2. OWNERSHIP AND PROPRIETARY NOTICES

2.1. *Ownership*. The Software and associated elements are licensed, not sold – they remain property of MOTON

CONSULTING, LLC.

2.2. *Notices*. The parties will not remove, alter, or obscure any copyright or intellectual property notice on the

intellectual property of the other party.

2.3. *Customer data.* Customer data is property of Customer and cannot be accessed by MOTON CONSULTING, LLC unless access rights are granted by Customer.

3. PAYMENTS AND ACCOUNTING

3.1. *Fees.* Customer shall pay MOTON CONSULTING, LLC the fees set in accordance with the conditions published on the AWS Marketplace. Customer may use multiple instances of the Software paying for each instance separately.

3.2. *Taxes.* The Customer shall pay VAT, howsoever designated, to the extent attributable to this Agreement or to any part, service or material furnished hereunder.

3.3. *Refunds.* The customer may unsubscribe to the software at any time to stop incurring charges. Annual subscription cancellations or downgrades are not supported.

4. MAINTENANCE AND SUPPORT SERVICES

4.1. *Updates.* MOTON CONSULTING, LLC shall provide to Customer the Updates as they become available without additional charges.

4.2. *Support.* Support is offered to Customer via Email and serves the purpose of resolving product defects. At MOTON CONSULTING, LLC discretion, initial installation support for a Customer may be offered at extra charges under conditions published on the MOTON Consulting, LLC website https://www.iamhealthcloud.com/aws-support/

5. LICENSE GRANTS AND RESTRICTIONS

5.1. *Grants.* MOTON CONSULTING, LLC grants to Customer a limited, non-exclusive, non-transferable license under MOTON CONSULTING, LLC Intellectual Property Rights to the Software. This agreement enables Customer to use the IAM Health Cloud solution in the AWS environment to provide service offerings directly and indirectly to Customer's subscribers, customers and clients.

5.2. *Term and Termination.* The license is granted for the duration of AWS subscription to the Licensed Software.

5.3. *Limitations on Use.* Customer may not attempt to modify, reverse engineer or disassemble, distribute, sublicense or transfer the Software out of the licensed AWS environment.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

6.1. *Warranty disclaimer.* THE SOFTWARE IS PROVIDED AS IS. IN NO EVENT DOES MOTON CONSULTING, LLC WARRANT THAT THE SOFTWARE IS ERROR FREE. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

6.2. *Liability limitation.* EXCEPT FOR LIABILITY RESULTING FROM WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR MOTON CONSULTING, LLC's BREACH OF A GUARANTEE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT IN EXCESS OF FIVE TIMES (3X) THE TOTAL FEES PAID HEREUNDER FOR THE LICENSED SOFTWARE IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, NOR FOR ANY LOST REVENUES, PROFITS OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR UNFORESEEABLE DAMAGES OR FOR CONSEQUENTIAL HARM CAUSED BY DEFECT IN THE SOFTWARE IS EXCLUDED, UNLESS SUCH LIABILITY RESULTS FROM MOTON CONSULTING, LLC's GROSSLY NEGLIGENT OR INTENTIONAL CONDUCT.

6.3. *Data ownership.* ALL CUSTOMER DATA REMAINS Customer's AND SHALL BE MAINTAINED BY CUSTOMER. IN NO EVENT SHALL BE MOTON CONSULTING, LLC LIABLE FOR LOSS OF CUSTOMER DATA.

7. MISCELLANEOUS

7.1. *Severability.* In the event that any part of this Agreement is found to be unenforceable, the remainder shall continue in effect, to the extent permissible by law and consistent with the intent of the parties.

7.3. *Relationship of the Parties.* No employees, consultants, contractors or agents of one party shall, as a result of this Agreement, be considered agents, employees, partners, franchisees or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. They will not represent to the contrary, either expressly or implicitly.

7.4. *Choice of Law*: Jurisdiction and Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the United States of America and exclusive place of jurisdiction shall be Los Angeles, California.

7.5. *Assignment.* Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party, except in the event of a merger, acquisition or sale of all or substantially all of its assets, except that neither party may assign or transfer this agreement to a direct competitor of the other party.

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For any questions concerning this EULA, you may contact IAM CLOUD HEALTH at the following address: support@iamhealthcloud.com.