

NurseContact Software License Agreement

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2.4. SURVIVAL OF DISCLAIMER:

The provisions of this Section 2 and of Section 3 shall survive the termination of this EULA, but this shall not imply or create any continued right to use the Software after termination of this EULA.

3. LIMITATION OF LIABILITY

3.1. LIMITATION OF LIABILITY:

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5. PRIVACY AND SECURITY

The Software creates a means for others to record the visual output ("Screenshot") of your computer. You hereby acknowledge and agree that each time you activate the Software, the Software may periodically transmit Screenshots to NurseContact. These Screenshots may be displayed in the

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NurseContact reserves the right to modify or change this EULA from time to time without notice to You. The latest version will be available on the Site. NurseContact also may update or modify the Software from time to time at its discretion. Your election to continue use of the Software, after the date of posting of these modifications to the EULA or to the Software constitutes acceptance of those modifications. If you do not agree with the modifications, do not use the Software.

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8.1. TERMINATION:

This EULA is effective as soon as you install, use, copy or distribute the Software and shall continue until it is terminated by NurseContact or you, as provided for under the terms of this Section. Unless otherwise agreed to in writing with us, either you or we may terminate the contractual agreement represented by this EULA at any time upon notice to the other party. This EULA, including without limitation your right to the Software as specified in Section 1, terminates immediately and without notice from NurseContact if you fail to comply with any of its provisions. Upon termination you shall immediately discontinue use of and destroy the Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to NurseContact that all copies have been destroyed.

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Sections 1.3, 2, 3, 4, 7, 8.2 and 9 of these terms will survive any termination of this EULA. The termination of this EULA does not limit NurseContact's other rights it may have by law.

9. MISCELLANEOUS PROVISIONS

9.1. SEVERANCE. WAIVER:

If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force.

9.2. AUDIT.

You agree that, on NurseContact's request, you will certify in writing your compliance with the terms of this EULA.

9.3. ASSIGNMENT.

You may not assign this EULA or sublicense, assign, transfer or delegate any right or duty hereunder, without the prior written consent of NurseContact, at our sole discretion. Notwithstanding the foregoing, NurseContact may assign or transfer this EULA or any rights granted hereunder without your prior consent. This EULA is binding on and will inure to the benefit of the parties successors and permitted assigns.

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This EULA and the terms expressly incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.