

EQUIPMENT RENTAL AGREEMENT

TERMS AND CONDITIONS

(Applicable to you if you signed the Equipment Order Form)

1. DEFINITIONS.

For purposes of this Agreement, the terms defined in this Section 1 shall have the respective meanings as follows:

- (a) "**Facility**" means Customer's medical facility located at the address set forth on the Order Form;
- (b) "**System**" means the system provided by CureMD to Customer listed on the Order Form;
- (c) "**Equipment**" means the equipment, documentation and software provided by CureMD to Customer listed on the Order Form; and
- (d) "**Procedure**" means a blood flow measuring procedure performed using the Equipment.

2. TERM OF AGREEMENT.

The term of this Agreement begins on the Contract Start Date set forth on the Order Form and shall continue thereafter for twelve (12) months or until terminated by CureMD under Section 9 or Section 18, whichever is sooner. This Agreement will automatically renew for successive one (1) year renewal terms unless either party provides the other party prior written notice of its intent not to renew before the renewal date. If the Customer continues to use the Equipment and System past the expiration of any term, the Customer shall be deemed to have renewed this Agreement for an additional term at the rates applicable for the new term.

3. EQUIPMENT.

Promptly after the Effective Date, CureMD shall deliver the desired Equipment to Customer mentioned in the Order Form. During the term of this Agreement, and provided Customer has paid all fees invoiced and is not otherwise in default, Customer shall have the right to use the Equipment, solely for the purpose of performing Procedures. Customer shall not use the Equipment for any other purpose without the express written consent of CureMD. Customer shall use the Equipment in material conformance with instructions for use and all such other documentation provided by CureMD for the Equipment. Customer shall not use the Equipment or allow the Equipment to be used for an unlawful purpose.

4. OWNERSHIP.

CureMD and / or its related supplier are the owners of the all the Equipment and System provided as part of the solution to the Customer. CureMD and / or its related supplier has, and shall continue at all times to have, title to the Equipment. Customer does not acquire, under this Agreement or otherwise, any right, title or interest to the Equipment, except the right to use the Equipment in accordance with the terms of this Agreement. As such, unless otherwise set forth herein, the Equipment is, and shall remain at all times, the personal property of CureMD and / or its related supplier, regardless of how it is or may become attached or installed.

5. SOFTWARE LICENSE.

The Equipment includes Software and Documentation which is not sold to Customer, and shall be governed by the following provisions:

- 5.1. GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, CureMD grants to Customer a limited non-exclusive and non-transferable license to (a) use the Software solely for its own internal use as installed on the Equipment and solely for running the System, and (b) use the documentation in connection with the permitted use of the System. The license will commence on the date the Customer accepts the Equipment and last until the Agreement is terminated by CureMD under Section 9 or Section 18. Customer agrees to pay CureMD fees as set forth in the Order Form.
- 5.2. RESTRICTIONS.** Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by CureMD; (b) sell, lease, license or sublicense the System; (c) copy, decompile, disassemble or reverse engineer the Software, in whole or in part, or otherwise attempt to derive source code, the underlying algorithms, ideas, structures or techniques from the Software (except to the extent that this limitation is prohibited by law); (d) allow access to the Software by any entity or individual other than Customer's employees; (e) write or develop any derivative software or any other software program based upon the Software or any Confidential Information of CureMD and / or its related supplier; (f) use the Software to provide processing services to third parties, or otherwise use the Software on

a 'service bureau' basis; or (g) provide, disclose, divulge or make available to or permit use of the Software by any third party without CureMD's prior written consent.

5.3. GOVERNMENT RESTRICTIONS. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212 (b), as applicable. Any use, modification, reproduction, release, performing display, or disclosing of the Software by the U.S. Government shall be governed by the terms of this Agreement

5.4. TERMINATION OF LICENSE. Any transfer by Customer not complying with these Terms and Conditions will constitute a material breach of the License, and will immediately and automatically terminate the License. CureMD may also terminate the License at any time under Section 9 or 18 of these Terms and Conditions.

5.5. AGREEMENT TO LICENSE/TERMS. Customer's submission of an executed Order Form constitutes an agreement to the Terms and Conditions.

6. PAYMENT.

As full consideration for the right to use the Equipment, Customer shall pay to CureMD the Equipment Rental/Service Fee and the Software Use Fee (collectively the "Fees") as set forth on the Order Form. Invoices shall be due and payable within fifteen (15) days of the invoice date. Invoices not paid within 15 days of the invoice date shall be subject to interest charged at the rate of 1.5% per month or the highest allowable by law, whichever is lower, for every month the amount remains unpaid. All invoices will be payable in US Dollars. Customer will pay all of CureMD's costs, including attorneys' fees and expenses, incurred in connection with the collection of past due amounts from Customer. CureMD has the right to adjust the Fees every six (6) months upon thirty (30) days written notice to customer. The customer shall have fifteen (15) days to cancel this Agreement upon receipt of said notice. The Equipment Rental/Service Fee is due regardless of whether Customer is reimbursed for Procedures. CureMD will have the right to inspect, copy and audit, upon reasonable notice during and after the Term, such records that are maintained outlining the number of Procedures conducted by Customer in order to confirm that the number of Procedures conducted reflect the number of Procedures invoiced.

7. MAINTENANCE AND REPAIRS.

Customer is solely responsible for protecting the Equipment from damage (ordinary wear and tear excepted). Customer shall use every reasonable precaution to prevent loss or damage to the Equipment and to prevent injury to persons and property through its use. Customer shall not modify the Equipment. Upon request by Customer, CureMD shall provide qualified personnel to repair, replace or adjust the Equipment within a reasonable time to assure its performance in accordance with the specifications. The service fee is included in the Equipment Rental / Service Fee set forth on the Order Form for the Term. Where the Equipment is damaged due to the negligence or recklessness of the Customer, the Customer shall pay for all such repairs.

8. PROMOTIONAL MATERIALS.

CureMD may provide Customer with a reasonable quantity of promotional materials for the System for use by Customer in connection with Customer's use of the Equipment.

9. TERMINATION.

Either party may terminate this Agreement by providing thirty (30) day notice period to the other party.

Upon termination of this Agreement, for any reason whatsoever, the Customer shall promptly permit CureMD to access the Facility and remove the Equipment. The Customer shall cease to pay the fees mentioned in the Order Form on the date the Equipment is returned to CureMD. Any termination of this Agreement, whether for breach or otherwise, shall not relieve the Customer of any obligation accruing prior to such expiration or termination.

10. INTELLECTUAL PROPERTY RIGHTS.

Customer acknowledges that the System, including software and hardware comprising the System, incorporates valuable intellectual property rights of CureMD and / or its participating partners and that all such intellectual property rights, and all rights, titles, and interests in and to the System, including software and hardware, documentation, and all modifications and enhancements of the aforementioned (including ownership of all copyrights and other intellectual property rights) are and at all times shall remain under the sole and exclusive ownership of CureMD and / or its individual owners, subject only to the rights expressly granted to the Customer under this Agreement. This Agreement does not provide the Licensee with title or ownership of any of the Equipment, System, including software and hardware, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement.

11. WARRANTY DISCLAIMER.

CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS PROVIDED HEREUNDER ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS ONLY, WITHOUT WARRANTY OF ANY KIND, AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, CONDITIONS, REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO, THE CONDITION OF THE EQUIPMENT, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY AND NON-INFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE ARE EXCLUDED BY CUREMD. CUREMD DOES NOT WARRANT THAT THE SYSTEMS OR EQUIPMENT WILL MEET THE REQUIREMENTS OF ANY PERSON AND OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE EQUIPMENT AND / OR SYSTEM OR THE INFORMATION CONTAINED THEREIN, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. ADDITIONALLY, CUREMD MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING CUSTOMER'S REIMBURSEMENT FOR PROCEDURES.

12. LIMITED LIABILITY.

IN NO EVENT SHALL CUREMD BE LIABLE OR OBLIGATED TO THE CUSTOMER IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF OR AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL CUREMD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS BY CUSTOMER TO CUREMD HEREUNDER OR \$50,000 WHICH EVER IS LESS. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES AGREE THAT THIS SECTION, TOGETHER WITH SECTIONS 10, 22 AND 23, ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES AND THAT SUCH ALLOCATION OF RISK IS REASONABLE. THIS ALLOCATION IS REFLECTED IN THE PRICING OF THE PRODUCTS AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. CONFIDENTIALITY / NON DISCLOSURE.

By virtue of the agreement, CureMD and the Customer may have access to information that is confidential to one another ("confidential information"). Confidential information shall include but not be limited to the pricing under the agreement, CureMD and its related supplier's technologies, products, services, operations or customers, including without limitation, with respect to CureMD's information and documentation regarding or contained in the System, Equipment, and the documentation regarding the System and the Equipment, and all information clearly identified as confidential at the time of disclosure.

Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Each party agrees that (a) it shall not use the Confidential Information of the other party except as necessary for the performance of its activities as expressly authorized by this Agreement, (b) it shall not disclose or grant the use of the Confidential Information of the other party, except to such of its directors, officers or employees that need to know such Confidential Information for the purpose of performing its activities as expressly authorized by this Agreement, and (c) it shall not disclose or grant the use of the Confidential Information of the other party to any third party without the prior written consent of the other party. To the extent that disclosure is authorized by this Agreement, prior to disclosure, the party making the disclosure shall obtain written agreement of any such recipient to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each party shall notify the other party promptly upon discovery of any unauthorized use or disclosure of the other party's Confidential Information. Except as otherwise provided in this Section 13, during the term of this Agreement and for a period of three (3) years thereafter, Customer shall not disclose any terms or conditions of this Agreement to any third party without the prior written consent of CureMD. The confidentiality obligations contained in this Section 13 shall not apply to the extent that such disclosure is reasonably necessary to comply with an applicable law, regulation of a governmental agency or order of a court of competent jurisdiction, provided that the party making the disclosure shall provide written notice thereof to the other party and a reasonable opportunity to object to such disclosure or to request confidential treatment of the Confidential Information subject to such disclosure, and shall reasonably cooperate with the other party in its efforts to preserve the confidentiality thereof. Upon written notification by the disclosing party, all Confidential Information of the disclosing party, and all copies thereof shall be destroyed or returned and not retained by the receiving party in any form or for any reason and, upon request, it shall furnish written confirmation that it has done so. No license to the receiving party, under any trademark, patent, copyright or other right, which is now or may hereafter be owned by the disclosing party, or any subsidiary thereof, is either granted or implied by this Agreement.

14. INDEMNITY.

To the fullest extent permitted by law, the Customer will indemnify, defend and hold harmless CureMD and its affiliates as well as its and their respective directors, officers, employees, agents and representatives from and against any and all losses, damages (including but not limited to compensatory, consequential, special and punitive damages), demands, claims, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees and costs as incurred by counsel of CureMD's choice) howsoever caused, sustained by the Customer, CureMD or any third party, at all levels of litigation or other proceeding at any time, arising out of or relating to any use of the Equipment and/or the System under this Agreement.

15. INSURANCE.

During the term of this Agreement, Customer will keep the Equipment insured against all risks of loss or damage under the Customer's property and contents insurance policy, without a deductible and without co-insurance. Customer will also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$250,000 for property damage. Customer shall pay all such premiums for such Insurance and must deliver proof of insurance coverage satisfactory to CureMD, if requested to do so. If Customer does not provide such insurance, Customer agrees that CureMD has the right, but not the obligation, to obtain such coverage and add an insurance fee to the amount due from Customer, on which CureMD may make a profit.

Furthermore, the Customer will hold CureMD harmless from all claims, demands and suits arising out of the performance of the Customer's obligations hereunder or for any other damages to the Customer, CureMD or any third party that could have been covered by obtaining proper insurance.

16. USAGE FAILURE.

Failure of the Customer to connect/use software to the internet Wi-Fi necessary for CureMD to monitor the software usage hereunder for a period of greater than two consecutive weeks is a breach of this Agreement

17. TAXES.

Customer shall pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the monthly payment or as billed by CureMD.

18. DEFAULT AND REMEDIES.

- a) CureMD may declare Customer in default under this Agreement if: (i) Customer fails to pay any obligations; (ii) Customer breaches any representations, warranties or obligations under this Agreement; (iii) Customer becomes insolvent or ceases to do business as a going concern; (iv) a bankruptcy petition is filed by or against Customer and the petition is not dismissed within forty five (45) days of the filing date; (v) any material adverse change occurs in Customer's financial condition or any material change occurs in the ownership of Customer; (vi) failure to effectively utilize the software or (vii) Customer defaults under any other agreement or contract with CureMD or an affiliate of CureMD.
- b) Upon the occurrence of one or more of the above events of default, CureMD may do one or more of the following: (i) declare all obligations (including but not limited to the Fees) under this Agreement immediately due and payable; (ii) require Customer to return the Equipment and/or (iii) pursue any other remedy available at law or in equity. If Customer fails to promptly return the Equipment upon demand by CureMD, CureMD may peacefully take possession of the Equipment without notice to or consent of Customer. Waiver of any default shall not be a waiver of any other or subsequent default.
- c) If CureMD incurs any actual attorney's fees or other costs and expenses in connection with the enforcement, assertion, defense or preservation of CureMD's rights and remedies under this Agreement, Customer shall pay all of such fees, costs or expenses to CureMD, or if prohibited by law, such lesser sum as may be permitted.

19. COMPLIANCE; INSPECTION.

Customer shall comply with all governmental laws, regulations, requirements and rules, including without limitation environmental and licensing laws and all operating instructions and warranty requirements for the Equipment and with the conditions and requirements of all policies of insurance with respect to the Equipment and these Terms and Conditions. At any time during business hours, CureMD may enter the premises where the Equipment is located, to inspect the Equipment.

20. LOCATION.

Customer shall not remove the Equipment from the Facility specified on the Order Form without CureMD's prior written consent.

21. PROTECTED HEALTH INFORMATION.

Customer shall not disclose any Protected Health Information to CureMD during the Term. Prior to CureMD regaining possession of the Equipment, whether by event of default, termination of this Agreement or otherwise, Customer shall purge and/or remove any and all Protected Health Information from that part of the Equipment, including from any related hardware or software, and ensure that the transfer of the Equipment shall not result in a Disclosure of any Protected Health Information. "Protected Health Information" and "Disclosure" have the meanings set forth in 45 C.F.R. § 160.103.

22. RISK OF LOSS.

Customer assumes the entire risk of loss of the Equipment. Customer shall advise CureMD in writing promptly of the circumstances and the extent of any damage. If the Equipment is irreparably damaged, lost, stolen or taken by eminent domain or otherwise, Customer shall, at CureMD's option; (a) replace it with like equipment and transfer title to such replacement item to CureMD, or (b) pay to CureMD all payments due and to become due and the cost of the Equipment at the list price as determined by CureMD from time to time, less the net amount of any recovery actually received by CureMD from insurance or otherwise.

23. LIQUIDATED DAMAGES.

Customer shall be obligated to pay CureMD the liquidated sum of Ten Thousand Dollars (\$10,000.00) for the damage or loss of any Equipment set forth in the Order Form or for any material breach of the Terms and Conditions. The aforesaid sum shall be due and payable by Customer to CureMD immediately. The parties agree that the aforesaid liquidated damage amount is fair and reasonable under the circumstances.

24. FURTHER ASSURANCES.

Customer shall execute all documents and take all further actions requested by CureMD to protect CureMD's interests under this Agreement. If an individual is signing on behalf of Customer that individual represents that he or she has authority to bind the Customer.

25. FORCE MAJEURE.

Customer agrees that CureMD is not liable for any error, interruption, delay or failure in transmission occasioned by any circumstances beyond CureMD's control including but not limited to Acts of God, discrepancies or ambiguities in any Order Form, weather, failure of utilities or communication media, strikes, industrial sabotage, war, governmental interference, and error, delay or insolvency.

26. NON-COMPETE.

In consideration for the opportunity to utilize the Equipment in Customer's region/territory and other good and valuable consideration which the parties hereunder acknowledge, during the subsistence of this Agreement and for a period of three (3) years following the termination of this Agreement for any reason whatsoever, the Customer will not, without the prior written consent of CureMD, (i) serve as a partner, consultant, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate the Customer with, any business that may compete with CureMD by using a similar machine/device and/or software as contracted hereunder through CureMD. Notwithstanding any other provision of this Agreement, Customer also agrees that if Customer breaches the terms of this non-compete, Customer will pay CureMD, for a period of three (3) years, an amount equal to the total gross income that the Customer earns from the usage of any similar competitive machine/device and/or software competitive to CureMD's machine/device and/or software under this Agreement and CureMD may exercise its right to enforcement of this non-compete clause including but not limited injunctive relief without the requirement of a bond.

27. SOLICITATION OF EMPLOYEES.

The Customer agrees that for a period of three (3) years immediately following the termination of this Agreement with CureMD for any reason whatsoever, the Customer shall not hire any employees of CureMD and shall not, either directly or indirectly, solicit, induce, recruit or encourage any of CureMD's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of CureMD, either for the Customer or for any other person or entity.

28. MISCELLANEOUS.

28.1 CUREMD SUB-CONTRACTORS. CureMD may from time to time provide products and services under this Agreement through sub-contractors who provide similar equipment and / or systems. The Customer acknowledges that such sub-contractors may provide the System and Equipment on behalf of CureMD under this Agreement and gives permission to such sub-contractor to perform CureMD's obligations under this Agreement.

28.2 NOTICE. Any consent, notice or report required or permitted to be given or made under this Agreement shall be deemed effective when given in writing and (a) personally delivered, (b) received through certified mail, return receipt requested, or (c) received by nationally recognized overnight delivery, sent to the addresses set forth in the Order Form, or to such other address as the addressee shall have last furnished in writing to the addressor.

28.3 ASSIGNMENT. Customer may not assign or otherwise transfer (whether voluntarily, by operation of law or otherwise) this Agreement or any of its rights or obligations hereunder without the prior written consent of CureMD. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer by a party in violation of this Section 28.3 shall be void. CureMD may assign or otherwise transfer this Agreement without the prior written consent of Customer.

28.4 ARBITRATION. In the event of any dispute, claim or controversy arising out of or relating to this Agreement, including any action in tort, contract or otherwise, at equity or at law, and any claims of alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, termination, interpretation, or enforcement of this Agreement (a "Dispute"), such Dispute shall be resolved in a manner as set forth. (a) Any Party may initiate mediation proceedings by writing a letter to the other Party setting forth the particulars of the Dispute, the terms of the Agreement that are involved, and the suggested resolution of the Dispute. If the Dispute is not resolved within thirty (30) days after delivery of the initial written letter setting forth the particulars of the Dispute, any such Party may submit such Dispute privately and confidentially to binding arbitration in New York, New York by one arbitrator mutually agreed (or, if none appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association), subject to the arbitrator executing an appropriate confidentiality agreement. The result of any such arbitration shall be binding but shall not be made public unless necessary to confirm same after non-compliance by a party. (b) The costs and expenses of such arbitration, including reasonable attorney's fees and the costs and fees of the arbitrator, shall be borne by the losing Party to such arbitration. (c) Any Party may apply to any court having jurisdiction hereof and seek injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The foregoing provisions shall not be interpreted to require CureMD to submit to mediation or arbitration prior to exercising CureMD's right, if any, to pursue equitable relief from a court of competent jurisdiction at any time or to terminate this Agreement in accordance with the terms hereof.

28.5 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of New York, without regard to the conflicts of law principles thereof. The Customer consents and agrees that the courts of New York and the United States District Court for New York shall have personal jurisdiction over the Customer, as well as subject matter jurisdiction with respect to any provision of this Agreement, and shall be the exclusive forums for any litigation arising out of or relating to this Agreement.

28.6 AMENDMENTS. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties.

28.7 INDEPENDENT CONTRACTORS. Each party hereby acknowledges that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of the other party to do so.

28.8 WAIVER. The waiver by a party of any right hereunder, or of any failure to perform or breach by the other party hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other party hereunder whether of a similar nature or otherwise.

28.9 COUNTERPARTS. This Agreement and the Order Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For the purposes of executing this Agreement, the parties agree (i) a document signed and transmitted electronically or by facsimile shall be

treated as an original document; (ii) the signature of any party on such document shall be considered as an original signature; (iii) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (iv) at the request of CureMD, Customer, who executed this Agreement and transmitted the signatures electronically or by facsimile, shall provide the original signature to CureMD.

28.10 SEVERABILITY. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all Terms and Conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

28.11 ENTIRE AGREEMENT. These Terms and Conditions together with the Order Form contain the complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

Exhibit A

Hardware / Equipment Provided:

Each Proprietary System includes a Notebook, a Device and a Finger Sensor.