

This Agreement is between \_\_\_\_\_ (“Patient” or “I”)  
and NovaVision Inc. (“NovaVision”).

## THERAPY

1. I understand NeuroEyeCoach is a Therapy that must be performed as instructed in the User Guide to potentially improve my vision.
2. I understand the Therapy is recommended to be performed for a maximum of two to three times per day for approximately 15 minutes a session with breaks in between.
3. I understand that there is no guarantee I will benefit from the Therapy.
4. I confirm the information I provided in Online Registration is accurate and that I have not suffered from photo sensitive seizure disorder nor the other exclusions set out in the Requirements and Exclusions page on the [www.neuroeyecoach.com](http://www.neuroeyecoach.com) website and Registration portal.

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### THERAPY FEE

*Single Use license fee*

\$450.00

## PAYMENT

5. I understand the fee is paid in full prior to the commencement of Therapy.

## LICENSE

6. Grant of License. Provided the fee payment is made, NovaVision grants to Patient a single non-exclusive license to use the Software in connection with the Therapy and in accordance with the Documentation for the Term.
7. Limitations on Use of License. The grant of the license pursuant to terms indicated above does not include the right to copy or sublicense the Software, to use the Software except in connection with the Therapy, or to demonstrate, show or otherwise share the Software with any other person. The Patient shall not use the Software in a manner inconsistent with the Documentation, and shall not modify or alter the Software in any manner not envisioned by the Documentation. Patient shall not, and shall not permit any other third person to translate, modify, adapt, enhance, decompile, disassemble, reverse engineer or make derivatives of the Software, or otherwise attempt to derive the source code or algorithms underlying or included in any such Software or reproduce the "look and feel" or functionality of the Software for any reason.

## OWNERSHIP & CONFIDENTIALITY

8. Ownership. As between the parties, NovaVision shall own all right, title and interest including in the Software. As between the parties, any Improvement to or any derivative work on the Software and the intellectual property under the Software, whether developed by NovaVision, the Patient, or any other person, shall be the sole and exclusive property of NovaVision.

Patient shall execute any documents and perform any acts that may be deemed necessary or desirable by NovaVision to evidence more fully the ownership by NovaVision of the Software, Documentation, and any Improvement and derivative work thereof.

9. Confidentiality. Patient agrees that it will treat the Software as confidential information of NovaVision and shall not use, disclose or otherwise make available or allow to be used, disclosed or made available the confidential information by or to any third person.

#### LIMITED WARRANTIES; DISCLAIMERS

10. NovaVision warrants that the Software as delivered (with all updates installed from time to time) shall substantially conform to the specifications set forth in the Documentation, provided that: (i) the Software is used in accordance with instructions for use, the Documentation and this License; (ii) no alteration, modification or addition has been made to the Software; and (iii) NovaVision has been immediately notified of all alleged non-conformities. In the event the Software fails to perform in any manner, Patient will permission NovaVision to perform remote diagnostics on the Patient's computer system and may either (i) modify the Software or computer settings to enable the Software to operate or (ii) provide a reasonable work-around. Each claim under this warranty shall be sent to NovaVision in accordance with the notice provisions of this License specifying the nature of the alleged non-conformity. The Patient shall provide NovaVision with a reasonable opportunity to confirm the existence of the alleged non-conformity of the Software to the applicable specifications, and NovaVision shall be afforded a reasonable time period in which to update the Software (or such portion as gives rise to the non-conformity). Patient shall at all times cooperate with NovaVision's efforts to update the Software or design a work-around solution.

11. **NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THIS LICENSE: THE SOFTWARE, DOCUMENTATION AND OTHER SERVICES ARE PROVIDED "AS-IS." NOVAVISION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, DOCUMENTATION OR OTHER SERVICES. NOVAVISION HEREBY EXCLUDES ALL IMPLIED WARRANTIES AND CONDITIONS TO THE EXTENT PERMITTED BY LAW, INCLUDING, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE. LICENSOR HEREBY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, OR OF NON-INFRINGEMENT CONCERNING THE SOFTWARE, DOCUMENTATION OR OTHER SERVICES AND THE OPERATION OR USE THEREOF. NOVAVISION DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION OR OTHER SERVICES WILL MEET ALL OF PATIENT'S OR ITS PATIENTS' BUSINESS OR MEDICAL REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE.**

12. **NO SPECIAL OR INCIDENTAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, OR STRICT LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA OR GOODWILL, REGARDLESS OF**

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**WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

13. Term and Termination. This License shall be in full force and effect for the period of the Therapy. Patient shall, upon completion of the Therapy discontinue all use of the Software. If the Therapy has not been completed within twelve (12) months of issuance, the License shall automatically expire. The provisions of 6 through 13 shall survive the termination of this License.

**MISCELLANEOUS**

14. Assignment; Transfer; Change of Control. NovaVision may transfer or assign this License and the rights and obligations hereunder to any other person without the consent of the other party. The Patient may not assign, sublease or sublicense or transfer this License or any rights or obligations hereunder to any other person. Any attempted assignment, license, lease, sublicense, sublease or transfer, whether voluntary or involuntary, shall be void and shall be grounds for termination of this License. Subject to the foregoing, this License shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.
15. Governing Law; Jurisdiction; Waiver of Jury Trial. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Palm Beach County, Florida. The parties hereto hereby knowingly and voluntarily waive any right which either or both of them will have to receive a trial by jury with respect to any claims, controversies or disputes which will arise out of or relate to this agreement or the subject matter hereof.
16. Invalidity. If any provision of this License is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this License shall remain in full force and effect and shall be binding upon the parties hereto.
17. Entire Agreement. This License constitutes the entire agreement between NovaVision and the Patient regarding the Software and supersedes all proposals or prior and contemporaneous agreements or understandings of the parties.

**DEFINITIONS**

- "Documentation" means, at any given time, the current documentation and product support provided by the NovaVision for the Software, including all updates provided to the Patient (including by email or other electronic transmission).
- "Improvements" means, with respect to any Software, all improvements, enhancements, modifications, and bug fixes made to such Software that are included generally made available to licensees of such Software.
- "Software" means the NovaVision NeuroEyeCoach™ Software as provided by NovaVision.
- "Term" means the period of time for which the Patient undertakes the therapy.

- “Therapy” means the entire NeuroEyeCoach™ therapy program, comprising Pre-Therapy Tests, 36 therapy level sessions (and repeat sessions if applicable), Post-Therapy Tests, Progress and Final Reports

The parties listed below accept and agree to the terms and conditions listed above:

**Patient/Legal Guardian:**

**NovaVision Inc.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name, Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**