

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

THERAPY

1. I understand Vision Restoration Therapy is a 6-calendar month therapy that must be performed as prescribed by a physician to potentially improve my vision.
2. I understand NeuroEyeCoach is a therapy that must be performed as instructed in the User Guide to potentially improve my eye movement training and the scanning of my environment.
3. I understand Vision Restoration Therapy generally is to be performed twice per day, 6 days per week for approximately 30 minutes a session, in order to maximize its effectiveness.
4. I understand that it is recommended NeuroEyeCoach is performed consistently for two to six times per day for approximately 15 minutes a session with breaks in between, for a maximum of two hours a day, not less than three days a week in order to maximize effectiveness.
5. I understand that the order in which I carry out the two Therapies is a matter for personal and physician preference and that NovaVision does not provide any guidance. I further understand that I will only be able to commence the second Therapy following the completion or termination of the first Therapy, and must not carry out both Therapies simultaneously.
6. I understand that there is no guarantee I will benefit from either Therapy.
7. I understand I must contact Patient Services in advance to place a temporary hold on my Vision Restoration Therapy; certain restrictions apply.
8. I confirm the information I provided in Online Registration about my vision and injury is accurate and that I have not suffered from seizure disorders, particularly of a photosensitive nature. I confirm have read and understood the Contraindications, Warnings, Precautions, Risks and Benefits set out in the Patient Requirements page on the www.novavision.com website and Registration portal.

PAYMENT

9. I understand the fee set out in Schedule A is paid in full prior to the commencement of Therapies.
10. I understand that in order to carry out Vision Restoration Therapy, NovaVision will loan to me a Chinrest. Upon the completion or termination of Vision Restoration Therapy I understand the Chinrest must be returned, inside the shipping box, within 5 business days and that NovaVision prepays the shipping. Within 30 days of the receipt of the chinrest NovaVision will refund my \$50 damage deposit, but I understand NovaVision has a right to deduct from the deposit should the Chinrest be returned damaged or if I require replacement packaging to ship the Chinrest back to NovaVision. I understand I am responsible for any transit damage if the Chinrest is not returned in its original packaging or packaged according to the instructions.
11. If I choose to restart Therapy after ceasing treatment, I understand additional Chinrest shipping fees may apply if the Chinrest has already been returned to NovaVision.

LICENSE

12. Grant of License. Provided the fee payment is made, NovaVision grants to Patient a non-exclusive license to use the Software in connection with the Therapies and in accordance with the Documentation for the Term.
13. 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 Therapies, 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

14. Ownership. As between the parties, NovaVision shall own all right, title and interest including in the Software and the Patent. As between the parties, any Improvement to or any derivative work on the Software and the intellectual property under the Patent, 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, Patent and any Improvement and derivative work thereof.
15. 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

16. NovaVision warrants that the Software and Chinrest 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 and Chinrest 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 or Chinrest; 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. In the event the Chinrest fails to perform in any manner, NovaVision will provide replacement components or a replacement Chinrest. 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.

- 17. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THIS LICENSE: THE SOFTWARE, CHINREST, DOCUMENTATION AND OTHER SERVICES ARE PROVIDED “AS-IS.” NOVAVISION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, CHINREST, 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, CHINREST, DOCUMENTATION OR OTHER SERVICES AND THE OPERATION OR USE THEREOF. NOVAVISION DOES NOT WARRANT THAT THE SOFTWARE, CHINREST, DOCUMENTATION OR OTHER SERVICES WILL MEET ALL OF PATIENT'S OR ITS PATIENTS' BUSINESS OR MEDICAL REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE, CHINREST OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE.**
- 18. 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 WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**
- 19. 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: (i) discontinue all use of the Software and practice of the Patent; (ii) return the Chinrest. The provisions of 12 through 19 shall survive the termination of this License.**

MISCELLANEOUS

- 20. 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.**
- 21. 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.**
- 22. 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.

23. **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

- "**Chinrest**" means the chinrest loaned to the patient by NovaVision for the period of Therapy, which remains the property of NovaVision and is to be returned at the completion or termination of Therapy
- "**Documentation**" means, at any given time, the current documentation and product support provided by NovaVision for the Software and Chinrest, 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.
- "**Patent**" means the following U.S. Patents and all divisions, continuations, continuations-in-part and foreign counterparts thereof: 6,464,356; 7,367,671; 7,594,728; 7,642,990; 7,682,021; 7,748,846; 7,753,524; 7,753,526; 8,029,138; 8,702,233.
- "**Software**" means the NovaVision Vision Restoration Therapy and NeuroEyeCoach Software as provided by NovaVision.
- "**Term**" means the period of time for which the Patient undertakes the therapy, usually six (6) months.
- "**Therapy**" or "**Therapies**" means: the prescribed course of Vision Restoration Therapy, which is usually a six (6) month course; and 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:

NovaVision Inc.

Signature

Print Name

Print Name, Title

Date

Date

SCHEDULE A

THERAPY FEES

<i>Refundable Chinrest Deposit</i>		\$50.00
<i>Vision Restoration Therapy Fee – six months NeuroEyeCoach – single use license fee</i>	<i>together</i>	\$900.00
<i>Vision Restoration Therapy Fee – addition three month module</i>		\$300.00