

INSTANT WEBSITE DESIGN, HOSTING SERVICE AND MEDICAL CONTENT LICENSING AGREEMENT

This Agreement, between iHealthSpot, Inc., a Florida Corporation, ("iHealthSpot") and Customer ("Customer"), sets forth the terms and conditions under which iHealthSpot, Inc. shall provide Customer with Instant Website, Website Hosting and Medical Content License ("Service").

1. Terms of Service

- a. Commencing on the date on which Customer executes this agreement, iHealthSpot shall provide Customer with Instant Website, Website Hosting and Medical Content Licensing as selected by Customer in Website Design, Hosting and Medical Content Licensing Order Form ("Order Form") in accordance with terms and conditions set forth herein.
- b. Service shall continue for a period of twelve (12) months from the execution date of this Agreement or until such time as Customer provides iHealthSpot with written notification of Customer's wish to discontinue Service, or the Service is terminated by iHealthSpot, as set forth herein. This Agreement shall automatically renew for successive twelve (12) month periods until cancelled by either party.
- c. iHealthSpot reserves the right to modify the Service and terms and conditions by providing Customer with thirty (30) days written notice or to discontinue the Service by providing Customer with ninety (90) days written notice. iHealthSpot reserves the right to amend any rates annually by providing written notice of its intention to Customer thirty (30) days prior to each anniversary of this Agreement.

2. Website Hosting Package Elements

	Pro Plus Extra	Pro Plus
a. Transfer	5GB	5GB
b. Email Accounts	10	10
c. Domain Registration and Annual Renewal	Free	Free (Limited to primary or one (1) URL, maximum cost \$50)
d. Nightly Backup	Y	Y
e. Monthly Traffic Reports	Y	Y
f. ezNetPublish™ Content Editor	Y	Y
g. Search Engine Optimization/Monthly Submission	Y	Y
h. Online Forms	Y	Y
i. Medical Content License	Y	Y (includes Monthly Articles – From the Dr's Desk)
j. Animations	Y	

3. Fees

- a. Service fees are billed monthly and due in advance of service, commencing upon setup of the Website.
- b. Customer's failure to pay for Service for two (2) consecutive months shall terminate this Agreement.

4. Online Forms

Online Forms Service under Section 2(h) of this Agreement includes the following:

- a. Up to two (2) user accounts to access Secure Forms and to the Online Forms Manager to change the forms and settings of collected results, manage and download collected results, and gain access to Form usage statistics.
- b. A monthly limit of 150 stored results and 100 form submissions. In the event that limits are exceeded, Customer shall be charged \$0.10 (ten cents) per extra stored result or form submission.

5. Copyrights, Trademarks, Licenses and Proprietary Rights

- a. iHealthSpot Proprietary Rights
iHealthSpot shall retain all right, title and interest, including copyright and other proprietary or intellectual property rights, in the Service and all legally protectable elements, derivative works, modifications and enhancements thereto.
- b. Customer Proprietary Rights
Upon receipt of full payment for Instant Website, ownership of the Instant Website is transferred to Customer. Customer shall retain all right, title and interest in Customer's Website and Customer's trademarks and service marks. During the term of this Agreement, Customer agrees to allow iHealthSpot to display and transmit on and via the Internet certain Customer Content provided by Customer and to use Customer trademarks and service marks in the form and manner specified by Customer, solely in connection with the Services provided hereunder.
- c. Customer Content
Customer shall retain all right, title and interest in any elements of text, graphics, images, trademarks, or other artwork provided by Customer, ("Customer Content"). Customer represents and guarantees that Customer Content provided to iHealthSpot for inclusion in the Website is owned by Customer, or that Customer has permission from the rightful owner to use such elements of Customer Content.
- d. Rights Not Transferred
 - i. This Agreement does not convey to Customer interest, title or license in a userID, email address or URL within the iHealthSpot.com domain, the domain of an iHealthSpot affiliate, or any iHealthSpot domain name or IP Address used by Customer in connection with the Service.
 - ii. In the event that the Website contains proprietary or third party owned applications, rights of ownership to such applications remain the property of their respective owners and may only be used by Customer in the Website created by iHealthSpot pursuant to this Agreement.
 - iii. Rights to stock imagery provided by iHealthSpot are not transferred to Customer. Such iHealthSpot provided imagery may only be used in the Website created by iHealthSpot pursuant to this Agreement and may not be copied or used separately from the Website.

6. Medical Content

iHealthSpot grants Customer for the term of this Agreement a nonexclusive, nontransferable license to display and use iHealthSpot's medical content, including written content, written articles, illustrations, animations and video ("Medical Content") in accordance with the following terms and conditions:

- a. Medical Content is the copyrighted intellectual property of iHealthSpot and iHealthSpot retains all right, title and interest in the Medical Content. Customer only has a license to display and use the Medical Content and may not copy or use Medical Content separately from the Website except as a printed handout for Customer's patients.
- b. Medical Content may not be shared, resold, sub-licensed or included in any product designed for resale.
- c. Customer understands and agrees that the Medical Content is to be used only to educate consumers on various health conditions. Medical Content is not to be used by Customer or anyone else in Customer's service to provide or instruct on medical diagnosis or treatment.
- d. Medical Content may not be complete or current. It does not cover all diseases, physical conditions, ailments or treatments. The Medical Content should not be relied upon to determine diagnosis or course of treatment and should not be used in place of an individual consultation, examination, visit or call with a physician or other qualified health care provider. By providing the Medical Content, neither

INSTANT WEBSITE DESIGN, HOSTING SERVICE AND MEDICAL CONTENT LICENSING AGREEMENT

iHealthSpot nor those who write and review the Medical Content are directly or indirectly practicing medicine or dispensing medical services through Customer's website.

- e. Customer may use the Medical Content only during the term of this Agreement. Upon termination of this Agreement Customer's license shall cease and Customer shall discontinue all use of the Medical Content.

7. Hosting

- a. Customer agrees to adhere to iHealthSpot's Acceptable Use Policy, incorporated by reference in this Agreement and published on iHealthSpot's website, www.iHealthSpot.com. Customer agrees to use the Service including the use of Forms only for Customer's own practice.
- b. Customer understands and agrees that temporary interruptions including periodic maintenance of the Service may occur as normal events, and that iHealthSpot has no control over third party networks and upstream service providers, or interruption of network transmissions. Service and the Webpages will have at least 99.4% uptime, as measured monthly, excluding maintenance. In the event that such uptime is less than 99.4% of the time in the month, Customer shall receive a pro-rata credit for lost time in that month.

8. Limitation of Liability

- a. iHealthSpot will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to Customer. Under no circumstances shall iHealthSpot be liable to Customer, or any other party for any special, incidental, consequential or punitive damages, including loss of profits or income, or cost of replacement Service.
- b. iHealthSpot warrants that it will perform its services with professional thoroughness and competence. No other warranty or representation, whether express or implied, is created by this Agreement. iHealthSpot's sole liability, and Customer's sole remedy for damages in regards to extraordinary and unreasonable interruptions of service, or for mistakes, omissions, delays, errors, defects, deletion of files or e-mail, or loss of or damage to data in the provision of the Service, shall be limited to an amount equal to the amounts paid by Customer for the period during which service is affected. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT IHEALTHSPOT IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- c. Through Customer's use of the Service, including through the use of forms, Customer may engage in transactions with other parties. Customer acknowledges that all transactions resulting from use of the Service are conducted entirely at Customer's own risk. Customer is solely responsible for completion of transactions and collecting user payments and for security and storage of any transaction records.
- d. Customer is solely responsible for all copy, images and content that Customer loads into Customer's Web Site.

9. Indemnity

- a. Customer agrees to indemnify and hold iHealthSpot and its employees, contractors, principals, contributors and affiliates harmless from all third party claims, losses, liens, expenses, suits and attorneys' fees ("Liabilities") of any kind including for injuries to or death of any person which may in any way arise out of or result from or in connection with Customer's use of the Services.
- b. Customer agrees to indemnify and hold iHealthSpot and its affiliates harmless from Liabilities to the extent caused by a use of the Service by Customer that constitutes a violation of iHealthSpot's Acceptable Use Policy.
- c. iHealthSpot shall indemnify, defend and hold Customer, harmless from Liabilities to the extent caused by (i) active negligence or willful misconduct of iHealthSpot or (ii) infringement or misappropriation by the Services or any materials created by iHealthSpot hereunder of any patent, copyright, trademark, trade secret or other proprietary right(s) held by any third party. Customer shall have the right to participate, at its own expense, in iHealthSpot's defense of any claim affecting iHealthSpot's obligation to indemnify Customer.

10. Force Majeure

Neither iHealthSpot nor Customer shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, hurricane, flood, lightning, explosion, power surge or failure, act of God, war, civil commotion, governmental restriction or labor unrest.

11. Cancellation, Termination and Assignment

- a. In the event that Service provided under this Agreement conflicts with a ruling, regulation or order issued by a judicial, legislative or regulatory body, iHealthSpot reserves the right to suspend or terminate the Service without liability.
- b. In the event that iHealthSpot is unable to provide Customer with continuous, uninterrupted, expedient and error free Service, ("Service Failure") and such Service Failure continues unresolved for a period of ten (10) days Customer shall have the right to terminate this Agreement.
- c. In the event Customer terminates Service for reasons other than those set forth in Section 11(b), Customer shall be required to provide thirty (30) days written notice of Customer's intention to terminate.
- d. If termination occurs within six (6) months following iHealthSpot's registration or renewal of Customer's free primary domain, Customer shall be required to pay fifty dollars (\$50) for the cost of registration and administration.
- e. Upon termination, iHealthSpot shall deliver to Customer a copy of Customer's Website on a CD-ROM. Such copy of Website will be a static copy and will not include the functions and Medical Content provided by this Agreement.
- f. Customer may not assign this Agreement without the prior written consent of iHealthSpot, which consent shall not be unreasonably withheld.

12. Notices

Notices in connection with this Agreement shall be served on the Party to whom directed as follows:

iHealthSpot, Inc:

767 South State Road 7, Suite 18
Margate, FL 33068, 954-978-2184

Customer:

As specified in Order Form

13. General

- a. This Agreement shall be construed in accordance with the Laws of the State of Florida.
- b. Additional terms and contained in the Instant Website, Hosting and Medical Content License Order Form, are attached hereto and made a part hereof.