

CL COMPARE - Terms of Service

IMPORTANT - READ CAREFULLY: These Terms of Service (“Terms”) apply to Your access and use of the CL Compare tool offered by Focused Interactive Solutions, LLC (FIS).

BY ACCESSING OR USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FIS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE ANY OF THE SERVICES.

1. **DESCRIPTION OF SERVICES.** The Services include CL Compare a password protected, web-based tool for eye care professionals. In addition, the company offers assorted features and applications as part of its Services. FIS reserves the right, in its sole and absolute discretion and with or without notice to You, to change, limit, withdraw, modify, or end the Services, including without limitation any content, functionality, features, or services offered in connection with the Services or how You connect and interact with the Services.

2. **REGISTRATION.** To use certain Services, You must make and/or arrange future payment to subscribe. As part of the registration process for these Services, You agree to (i) provide certain information about You as prompted to do so by the Services; and (ii) enter, update, and maintain this information as required to keep it accurate, current, and complete. The information requested on original signup shall be referred to as registration data (“Registration Data”). If FIS discovers that any of Your Registration Data is inaccurate, not current, or incomplete, FIS may terminate Your right to access and use the Services immediately upon notice to You. FIS will evaluate the registration application and notify You within a reasonable time of its acceptance or rejection. FIS may reject a registration application if it determines, in FIS’s sole and absolute discretion, that the applicant is not an appropriate subscriber or user of the Services. FIS reserves the right to refuse the Service to any user for any reason, and FIS need not provide a reason for its rejection. You must be 18 years of age or older to register for the Service. By registering for this Service, You represent to FIS that you are 18 years of age or older. Upon Your acceptance of these Terms and completion of the registration process, you will have opened an account with FIS and will become a subscriber to the FIS Service.

3. **FEEDBACK.** FIS may ask users to provide certain information in exchange for the use of the Services and users may provide unsolicited feedback to us (collectively, “Feedback”). You agree You will not: (i) submit any Feedback not based on direct experience with the Services; (ii) attempt to manipulate the Feedback by posting Feedback more than once with respect to a particular experience or set of related experiences (except if FIS requests such information in more than one category); or (iii) post Feedback from an account other than the account FIS assigned to You. In addition, you hereby grant FIS a royalty-free, unrestricted, worldwide, perpetual, irrevocable non-exclusive license to use, copy, reproduce, modify, adapt, publicly sell and license, and create derivative works from, the Feedback for any commercial, non-commercial, promotional or another purpose.

4. **FEES AND TAXES.** There may be fees associated with the use of certain Services. Although FIS does not anticipate any changes to its pricing policy, FIS reserves the right to institute new charges for access to or use of the Services at any time upon not less than thirty (30) days' notice to the You, sent to the email address You provide to FIS as part of the Registration Data. It is your responsibility to regularly review pricing information for changes posted in these Terms. Your

continued use of the Services or non-termination of the Services after changes are posted constitutes your acceptance of the modified prices or other changes. You shall be responsible for all applicable taxes and surcharges assessed to recover the costs of any governmental programs, including, without limitation, universal service fund charges, excise taxes, value-added taxes, state and local sales, use, gross receipts and similar taxes ("Taxes"). You agree to pay all Taxes applicable to the Services, unless you provided to us acceptable documentation showing you are exempt) and/or duties (collectively, "Taxes ") imposed by any government entity or collecting agency based on the Services or Services, except those Taxes based on FIS net income, or those Taxes for which You have provided a certificate to FIS confirming You are exempt. If you fail to satisfy Your Tax obligations herein, you agree to reimburse FIS for any Taxes paid on your behalf, and to indemnify, defend, and hold FIS harmless against any claim, liability, or penalties resulting therefrom.

5. DISPUTE RESOLUTION. All bills are presumed accurate and shall be binding on you unless an objection is received by FIS in writing within thirty (30) days after such bills are rendered. No credits, refunds or adjustments shall be granted if not received by the Company in writing within such thirty (30) day period. If you have an inquiry or complaint regarding Service or accounting, email dispute@clcompare.com, Subject: Attention Billing Department.. Please include Your name, practice name, the specific question or comment about the bill, and the dollar amount of the item(s) in question when submitting a billing request. If you believe that FIS has billed you in error, please pay the undisputed charges in full and notify FIS promptly. Adjustments to Your bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates, or that an adjustment may otherwise be appropriate. Where overbilling occurs, due either to FIS and/or to Your error, no liability exists which will require FIS to pay any interest, dividend or other compensation on the amount overbilled.

6. NO RESALE OR COMMERCIAL USE OF THE SERVICES. Your right to use the Services is personal to you. You agree not to resell the Services, or other materials or any information obtained by you from FIS without the express written consent of FIS.

7. USER CONDUCT. You are solely responsible for Your use of the Services. Your use of the Services is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, antidiscrimination or false advertising). You agree: (i) to comply with all United States laws, rules, and other regulations applicable in connection with the Services; (ii) not to use the Services for illegal purposes; (iii) not to interfere or disrupt networks connected to the Services including by introducing viruses or other technologically harmful materials; (iv) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret, or other intellectual property rights or rights of publicity or privacy; and (v) not to transmit, through the Services, Feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature. In addition, You will not attempt to gain unauthorized access to other computer systems or attempt to override any security feature of the Services, and You will not interfere with another user's use and enjoyment of the Services or otherwise interfere with the proper functioning of the Services.

8. PROPRIETARY RIGHTS. You acknowledge and agree that the Services (including, without limitation, all content, information, data, items, materials, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by FIS, its licensors, or other providers of such material and are protected by United States and international intellectual property or proprietary rights laws. FIS and other names, logos, icons, and marks identifying FIS'

products and services are trademarks of FIS and may not be used without the prior written consent of FIS. You may not copy, reproduce, distribute, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the account access granted to You (in whole or in part) or create derivative works of this Service without FIS' prior written consent. In addition, you may not reverse engineer, decompile, alter, modify, disassemble, or otherwise attempt to derive source code from the Services. All rights not expressly granted in these Terms are reserved to FIS.

9. PRIVACY. FIS' use of any personal information you provide in connection with the Services is set forth in FIS' most current Privacy Statement.

10. MODIFICATIONS. FIS may amend these Terms at any time by (i) posting revised Terms of Service; or (ii) sending information regarding the Terms amendment to the email address you provide to FIS as part of the Registration Data. All changes are effective immediately when posted, and will apply to all access and use of Services thereafter. You are responsible for regularly reviewing the Service to obtain timely notice of such amendments. Your continued use of the Services after amended Terms have been posted or information regarding such amendment has been sent to you constitutes your acceptance of those Terms. Otherwise, these Terms may not be amended except in writing signed by both parties.

11. PASSWORDS AND SECURITY. FIS will initially generate your login usernames and passwords for access to this Service. You must carefully safeguard all of your Service access information. You are solely and exclusively responsible if you do not maintain the confidentiality of Your Service access information. In addition, you are solely and exclusively responsible for any and all activities that occur under your Service. You must immediately notify FIS of any unauthorized use of your Service or any other breach of security known to you, including if you believe that your Service access information has been stolen or otherwise compromised.

12. TERMINATION. FIS may immediately terminate Your Service and right to use the Services if: (i) You breach these Terms; (ii) FIS is unable to verify or authenticate any information You provide to FIS; (iii) you provide false, misleading, or otherwise inaccurate information to FIS; or (iv) FIS decides, in our sole and absolute discretion, to discontinue offering the Services. Should you object to any of the Terms or any subsequent modifications thereto, or should you become dissatisfied with the Services in any way, your sole recourse is to immediately discontinue use of the Services and notify FIS of Your termination. Upon termination of use, your right to use the Services immediately ceases; however, certain payment obligations may still apply.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIS MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, RELIABLE, ACCURATE, OR ERROR-FREE; (II) DEFECTS WILL BE CORRECTED; (III) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM YOUR USE OF THE SERVICES; (IV) THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL COMPONENTS; OR (V) THE SERVICES WILL OTHERWISE MEET YOUR NEEDS, REQUIREMENTS, OR EXPECTATIONS. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR

ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OR IS CAUSED BY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE, ACCESS, OR DOWNLOADING OF THE SERVICES. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL FIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, OR REVENUE, EVEN IF FIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. INDEMNITY. You hereby agree, at Your sole cost and expense, to indemnify, defend, and hold FIS harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to: (i) a third-party claim, action, or allegation of infringement based on information, data, files, or other content submitted or transmitted through the Services by You; (ii) any fraud or manipulation, or other breach of these Terms by You; or (iii) any third-party claim, action, or allegation brought against FIS arising out of or relating to Your use of the Services.

16. GENERAL TERMS. These Terms are governed in all respects by the laws of the State of Texas, without giving effect to its choice or conflict of law principles. Both Parties submit to personal jurisdiction in Texas and further agree that any cause of action relating to these Terms shall be brought in a court in Harris County, Texas. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain valid and enforceable. FIS' failure to act with respect to a breach of these Terms by You does not waive FIS' right to act with respect to subsequent or similar breaches. You may not assign or transfer these Terms or any rights hereunder, and any attempt to the contrary is void. These Terms shall inure to the benefit of and be binding upon each Party's successors and assigns. FIS shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond FIS' reasonable control. Unless otherwise provided in this Agreement, FIS will send any notice(s) to you that may be required or permitted under this Agreement to the email or mailing address you provide as part of the Registration Data. Any notice, other than that of a dispute to FIS must be sent via email to info@clcompare.com. Notices so given shall be deemed effective when received, or if not received by reason of fault of the addressee, when sent. These Terms constitute the complete and exclusive understanding and agreement between the parties relating to the subject matter herein and supersede all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.

You understand and agree that You are solely and exclusively responsible for periodically reviewing these Terms.

Last Updated: 10/06/2016