

RAPID PLASTER® Software as a Service

End User Agreement

THIS SOFTWARE AS A SERVICE END USER AGREEMENT ("**Agreement**") is a binding agreement between you ("**User**" or "**you**") and PVA MEDICAL, LLC ("**PVA**," "**us**" or "**our**"). This Agreement governs your use of the Web-based RAPID PLASTER® software application (the "**Service**"), in connection with your use of the RAPID PLASTER® 3D printer and/or carver system and/or as a standalone unit ("**System**") purchased by your employer ("**Customer**"), including, with limitation, all related documentation (the "**Documentation**") and downloadable software application components made available by PVA or its licensors to you that are necessary or desirable for you to use the Service ("**Software**"). PVA and User are each sometimes referred to in this Agreement as a "**party**," and collectively, as the "**parties**."

Please read the following terms and conditions carefully. By logging in to the Service, downloading or installing any Software, or using the Service, you accept that these terms and conditions form a legally binding agreement between you and us. Please print or save a copy of this Agreement for your records. If you do not agree with these terms and conditions, you are not authorized to download any Software or use the Service for any purpose whatsoever.

If you are an employee, reseller, service provider, consultant, contractor or other party who is installing the Software or obtaining the Service on behalf of Customer, then in addition to your Agreement to be bound by this Agreement, you will be deemed to have accepted the terms and conditions of this Agreement on behalf of Customer.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU (A) AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (1) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (2) YOU HAVE BEEN AUTHORIZED BY CUSTOMER TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PVA WILL NOT AND DOES NOT AUTHORIZE YOU TO USE ANY OF THE SERVICE AND YOU MUST NOT ACCESS OR USE THE SERVICE OR DOWNLOAD OR USE ANY OF THE SOFTWARE.

1. **Rights.** In consideration of Customer's purchase of the System, and Customer's payment to PVA when due of all fees payable for Customer's access to the Services (the "**Fee**") PVA grants you a non-exclusive right to use the Service for the duration of the Term, subject to the terms and conditions contained in this Agreement. You are permitted to:
 - a. use the Service for your internal business purpose of designing, 3D-printing or manufacturing of goods within the scope of your employment by Customer using the System strictly in accordance with the Documentation ("**Internal Business Purpose**"), provided that your actual usage does not cause Customer to exceed the number of User licenses it purchased (as

specified in the schedule PVA provided to Customer, which schedule forms a part of this Agreement (the “**Schedule**”);

- b. make one copy of the Software or any part thereof for backup purposes provided that you reproduce our proprietary notices on any such backup copy of the Software. Such restriction shall not prevent you from backing up or archiving your data;
- c. reproduce the Documentation solely for your Internal Business Purpose;
- d. access and use the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Service, strictly in accordance with this Agreement and the applicable terms and conditions of Section 5;
- e. access and use the Software made available by us or third-parties for use strictly in accordance with this Agreement; and
- f. access the Service using Customer's email.

2. **Restrictions.** You are not permitted to:

- a. (i) use the Service for the provision of any service for the benefit of third parties, except in the “ordinary course of the Internal Business Purpose”; or (ii) grant access to the Service to third parties;
- b. modify or translate any part of the Service except (i) as necessary to configure the Service using the menus, options and tools provided for such purposes and contained in the Software; and (ii) in relation to the Documentation, as necessary to produce and adapt manuals or other documentation for your Internal Business Purpose;
- c. reverse engineer, disassemble or decompile the Software or any part of it, or otherwise attempt to derive or determine the source code or the logic in the Software, the Service or any part of the Software or the Service;
- d. sub-license, rent, sell, lease, distribute or otherwise transfer the Service, in whole or in part, except as permitted under this Agreement unless you obtain a separate license from us for such purpose. For example, you may not embed the Service, in whole or in part, into another application or on a device and then distribute such application or device to third parties under this Agreement;
- e. use the Service to compete with us, including, without limitation, for competitive intelligence;
- f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting any component of the Service; or
- g. use the Software in any manner that violates any applicable open-source or public license.

As used in this Section: (i) the term “**ordinary course of the Internal Business Purpose,**” means, product design and manufacturing services of the type Customer customarily provides to third parties as part of its Internal Business Purpose, but excludes use of the Service by or on behalf of third parties to print *WalkStrong*™ check sockets using third-party designs, materials or printers; and (ii) “***WalkStrong*™ check sockets**” are check sockets designed with

WalkStrong™ attachments and printed with PVA's *ClearFit™* filament on a PVA *EmergencePRO™* printer.

3. **Open-Source Licenses.** Certain Software that you will use in connection with your use of the Service will be obtained from third-parties, even if access to such third-party Software is enabled through the Service. Some of such Software includes one or more software components subject to an open-source license ("**Open-Source Components**"). Your use of the Open-Source Components is governed by, and subject to, the terms and conditions of the applicable open-source and public licenses. You understand and acknowledge that the Open-Source Components are not licensed to you pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right or license. You shall have only such rights and licenses, if any, to use the Open-Source Components as are set forth in the applicable open-source and public licenses. PVA ACCEPTS NO LIABILITY ARISING OUT OF YOUR BREACH OF ANY LICENSE RESTRICTION OR OBLIGATION APPLICABLE TO YOUR USE OF OPEN-SOURCE COMPONENTS, REGARDLESS OF WHETHER YOUR USE WAS REASONABLY CONTEMPLATED OR FORESEEABLE BY PVA.
4. **Copyright and Ownership.** The Service, including, without limitation, all know-how, concepts, logic, specifications and computer code and Documentation, are proprietary products belonging to us or our licensors, and are protected throughout the world by copyright and other intellectual property rights. No license, right or interest in our trademarks, and no rights to any of our computer code, other than as expressly licensed to you with respect to the Software, is granted to you under this Agreement. You shall not remove any product identification, trademark or copyright notices, or notices of proprietary restrictions. Your use of the Service is provided under the limited terms of this Agreement. You do not acquire any ownership interest in the Service or any of its components, in whole or in part, under this Agreement, or any other rights thereto other than to use the Service in accordance with, and subject to all terms, conditions and restrictions under this Agreement. PVA and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
5. **Content and Services.**
 - a. The Service may provide you with products, services, features, functionality, and content (including, without limitation, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), accessible on or through the Service (collectively, "**Content and Services**"). You may not delete or alter any copyright, trademark or other proprietary rights notices from copies or materials made from use of the Service.
 - b. If you copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of this Agreement, User's

right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by PVA or its licensors. Notwithstanding the foregoing, as between the parties, you or Customer shall own all right, title and interest, including copyright and patent rights, in User Information (defined in Section 10(a)). Any use of the Service not expressly permitted herein is a breach of this Agreement and may violate copyright, trademark and other laws.

6. **Access Control.** You are responsible for maintaining the confidentiality of your username and password with respect to the Service. We are not responsible for any loss of information if you provide your username and password to any person who uses your username or password to access, modify or delete information you provided to the Service. We reserve the right to require you to change your user name or password at our discretion. Additionally, you understand that if you participate in a transaction with a third-party to sell any device that stores information pertaining to the Service and you do not remove the information prior to the transaction, we are not responsible for any lost information, including a loss of confidentiality thereof, if the third-party obtains such information.
7. **Geographic Restrictions.** You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States and Canada, you are responsible for compliance with local laws.
8. **Updates.** PVA may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, other error corrections or new features (collectively, including related documentation, **"Updates"**). Updates may also modify or delete in their entirety certain features and functionality of the Service. You agree that PVA has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.
9. **Third Party Materials.** The Service may display, include, or make available third-party content (including data, information, applications, and other products, services, and materials) or provide links to third-party websites or services, including through third-party advertising (**"Third Party Materials"**). PVA is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. PVA DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY THIRD-PARTY MATERIALS.

10. **Confidential Information.**

- a. **Definition.** “**Confidential Information**” means any confidential business, technical or financial information of a Disclosing Party (defined below) that:
 - i. if in written, graphic, machine-readable or other tangible form, is marked as “confidential” or “proprietary”;
 - ii. if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be “confidential” or “proprietary” within seven (7) days of such disclosure;
 - iii. is expressly deemed to be confidential by the terms of this Agreement; or
 - iv. is confidential information disclosed by third parties to a Disclosing Party under an obligation of confidentiality and is described under subsection (i) or (ii) of this Section. The Service, including, the Software, the Documentation and the user interfaces and the System, are deemed the Confidential Information of PVA. User’s data uploaded to the Service, and User’s data and work product derived from User’s use of the Service, including, without limitation, User’s computer-aided socket designs and computer-aided manufacturing output (individually, and collectively, “**User Information**”), are deemed Confidential Information of User.
- b. **Confidentiality.** During the Term and for three (3) years thereafter, each recipient of Confidential Information (the “**Receiving Party**”) of the other party (the “**Disclosing Party**”) shall treat as confidential all Confidential Information of the Disclosing Party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party except that User Information shall remain subject to this provision indefinitely so long as it remains the Confidential Information of User or Customer. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care to prevent the disclosure of Confidential Information of the Disclosing Party, but not less than a reasonable degree of care, as it uses to prevent the unauthorized use or disclosure of its own Confidential Information. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party’s Confidential Information of which it becomes aware. Neither party shall reverse engineer, disassemble or decompile any prototypes, Software or other tangible objects that embody the other party’s Confidential Information. A party may disclose Confidential Information of the Disclosing Party on a need-to-know basis to its employees and contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the Receiving Party.
- c. **Exceptions.** Confidential Information excludes information that:

- i. is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the Receiving Party;
 - ii. is known to the Receiving Party, without restriction, at the time of disclosure or becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party who is not, to the Receiving Party's knowledge, after reasonable inquiry, bound by confidentiality obligations to the Disclosing Party; or
 - iii. is independently developed by the Receiving Party without use of or access to the Confidential Information as demonstrated by the written records of the Receiving Party.
- d. Permitted Disclosures. Each party may disclose the existence of this Agreement and the relationship of the parties, but agrees that the specific terms of this Agreement will be treated as Confidential Information, except that each party may disclose the terms of this Agreement to its professional legal and accounting advisors who need such information to provide their professional services to the party and who are under a legal or contractual duty of confidentiality to the party. If the Receiving Party or any of its employees or contractors is legally required, based on the written opinion of its legal counsel, to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, unless not legally permitted, give the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek an appropriate protective order or other remedy, waive compliance with certain provisions of this Agreement, or both. The Receiving Party shall reasonably cooperate with the Disclosing Party to obtain such protective order. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the relevant provisions of this Agreement, the Receiving Party may furnish only that portion of the Confidential Information that is legally required to be disclosed, based on the opinion of the Receiving Party's legal counsel, and use its best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information. The Receiving Party shall give written notice to the Disclosing Party of the information to be actually disclosed as far in advance of disclosure of the same as is reasonably possible and legally permitted.

11. **Term and Termination.** The term of Agreement commences when User first acknowledges acceptance and will continue in effect until terminated as set forth in this Section:

- a. PVA may terminate this Agreement at any time without prior notice if it ceases to support or offer the Service, which PVA may do in its sole discretion.
- b. PVA may terminate this Agreement immediately if:
 - i. Customer fails to pay any Fee or other amount due PVA in accordance with the agreed payment terms;

- ii. you fail to comply with any of the terms and conditions of this Agreement;
 - iii. Customer takes or suffers any action on account of debt or becomes insolvent; or
 - iv. Customer's subscription to the Service is terminated or expires.
- c. User may terminate this Agreement upon notice from you to PVA of your intention to do so.
- d. In addition to its rights to terminate this Agreement, PVA may suspend your access to the Service immediately at any time if it reasonably believes that User's or Customer's use may represent a threat to the security of the Service, and may suspend its performance of the Service at any time if it reasonably believes that any third-party's actions or use of the Service may represent a threat to the security of the Service.
- e. Upon termination, all rights granted to you under this Agreement will also terminate and you must: (i) cease all use of the Service; and (ii) delete all copies of the Software and Documentation made by or for you. Termination will not limit any of PVA's rights or remedies at law or in equity.

12. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PVA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PVA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OR GUARANTY OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, SERVICES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS OF IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PVA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM, OR RELATED TO (A) YOUR USE OF OR INABILITY TO USE THE SERVICE OR THE CONTENT AND SERVICES; OR (B) FOR PERSONAL INJURY, BODILY INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR

SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL PVA BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM OF DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PVA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

14. **Indemnification.**

- a. **By You.** For yourself and for Customer, you hereby agree to indemnify, defend, and hold harmless PVA and its affiliates, and the officers, directors, employees, agents, legal representatives, successors and assigns of PVA and its affiliates, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses of whatever kind, including attorney fees, arising from or relating to your use or misuse of the Service or the System or your breach of this Agreement, including, but not limited to, product liability or personal injury claims arising from the advertisement, marketing, sale or use of any User or Customer product, and any infringement claims arising from User or Customer's use of the Service or the System, or the design, manufacture or use of any User or Customer product or User Information. PVA shall not be entitled to the benefit of this indemnity if we fail to comply with subsection (d) of this Section or if the claim is caused by the gross negligence or willful misconduct of PVA.
- b. **By Us.** If a third party makes a claim against you or Customer that (i) any of the Service, other than third-party Software, infringes any patent, copyright or trademark, or misappropriates any trade secret through use of the Service, PVA shall defend, indemnify and hold harmless User and its directors, officers and employees against the claim at PVA's expense and PVA shall pay all losses, damages and expenses (including reasonable attorney fees) finally awarded against such parties or agreed to in a written settlement agreement with User or Customer, approved by PVA, to the extent arising from the claim. PVA may not enter into any agreement settling any claim that affects any of User's rights or liabilities without User's prior written consent. You shall not be entitled to the benefit of this indemnity if you fail to comply with subsection (d) of this Section, or you do not, upon written request from us, immediately cease to use the Service component to which such claim applies. Neither you nor Customer shall be entitled to indemnification from PVA if the claim is caused in part by the

negligence or willful misconduct of User or Customer, including, without limitation, any Customer user of the Service. PVA shall have no liability for any claim based solely on:

- i. the content of the User Information;
 - ii. modification of any component of the System or Software not authorized or undertaken by PVA; or
 - iii. use of the Service or the System other than in accordance with the Documentation and this Agreement.
- c. If a claim arises under clause (b) above, PVA may, at its option, procure for User and Customer the right to continue to use of the System, or modify the System in a manner that does not materially impair its functionality so as to render the System component non-infringing. If PVA is unwilling or unable to settle the claim by either of the foregoing remedies, then either party may terminate this Agreement, and PVA shall refund to User the unused portion of any Fee paid by User for use of the Service applicable to the balance of the Service subscription term that would follow the termination date.
- d. Conditions for Indemnification. If either party seeks indemnification under this Section 14 (the “**Indemnatee**”), it shall:
- i. promptly, but not later than ten (10) days following Indemnatee's receipt of notice of the claim, notify the other party (the “**Indemnifying Party**”) of the claim;
 - ii. give the Indemnifying Party sole control of the defense and settlement of the claim; and
 - iii. provide, at the Indemnifying Party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the Indemnifying Party in the defense and settlement of the claim.

15. **Export Regulation.** The Service may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You may not, directly, or indirectly, export, re-export, or release the Service to, or make the Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You must comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service available outside the US.

16. **US Government Rights.** The Service is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

17. **Severability.** If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration will not invalidate any other provision hereof and this Agreement shall thereafter continue in full force and effect, except that such invalid or unenforceable provision, and, if necessary, other provisions thereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this Agreement. If such court is unable or unwilling to effect such reformation, the invalid or unenforceable provisions shall be deemed deleted to the same extent as if they had never existed.
18. **Survival.** Sections 2, 3, 4, 9, 10, 13, 14, 17, 18, 20, 21, 23, 24 and 25 of this Agreement shall survive the expiration or termination of this Agreement for any reason.
19. **Compliance with Laws.** User shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy and the transmission of User Information, including, but not limited to, the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the U.S. Health Information Technology for Economics and Clinical Health Act (HITECH), and the rules and regulations promulgated thereunder, as and to the extent applicable.
20. **Governing Law; Dispute Resolution.** This Agreement shall be governed by, construed and enforced exclusively in accordance with the laws of the State of New York, including its statutes of limitations, but without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby disclaimed. Unless waived by either party in a particular instance, the exclusive venue for any action or proceeding arising under this Agreement shall be the state and federal courts having jurisdiction in the county of Albany, New York and each party hereby consents to the jurisdiction thereof. Notwithstanding the foregoing, PVA may seek injunctive relief or specific performance in any court worldwide that has competent jurisdiction. In any action relating to the subject matter of this Agreement, the prevailing party will be entitled to recover reasonable legal fees and related costs.
21. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between you and PVA with respect to the Service and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with

respect to the Service. PVA may update this Agreement following reasonable notice to you, including, without limitation, notice by email or posting online, with the most recent version posted on <https://www.pvamed.net/>. Your accessing or using any component of the Service following such update of this Agreement constitutes your acceptance of the Agreement as so revised.

23. **Assignment.** Neither you nor Customer may assign any rights or obligations under this Agreement. PVA may, at its sole discretion, assign, transfer or subcontract any of its rights or obligations under this Agreement to any of its affiliates, resellers, distributors or dealers, or in connection with the sale of the assets of PVA's business with which the Service is associated.
24. **Waiver.** No failure to exercise and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
25. **Conflicting Terms.** The terms of this Agreement shall prevail over any conflicting terms and conditions in any purchase order or any other instrument or document provided by the User or Customer. Any additional or different terms or conditions in any purchase order, acknowledgment or other instrument or response of either party shall be deemed objected to by the other party without need of any further or additional notice of objection, and such additional or different term shall be of no effect or in any way binding upon the other party.

[END OF RAPID PLASTER® SAAS END USER AGREEMENT]