

TERMS OF USE

Last Modified: April 12, 2017

ACCEPTANCE OF THE TERMS OF USE

Welcome to Web-Based Software for the ORTHEX brand fixation device (the "Website") of Vilex in Tennessee, Inc. ("Vilex", "Company", "we", or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the Website, including any content, functionality and services offered on or through the Website as a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which may be found in the Legal Portion of the Website (orthex.net/legal) and which is incorporated herein by reference.

If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

To access the Website, you must complete a registration process to become a registered user and may be asked to provide certain registration details or other information. As a condition of registering and using this Website, you represent and warrant that the information you have provided is correct, current and complete. If you do not complete all required registration steps, you cannot access or use the Website.

You are permitted to use the Website solely in connection with the ORTHEX brand fixation device and for no other purpose. Use of the Website in violation of these Terms of Use may constitute violation of state, federal and international law. Violations will be prosecuted.

As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter; you should therefore periodically review these Terms of Use to review any changes that may have been made. Any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website (the Terms of Use are available on the Legal Portion of the Website, orthex.net/legal).

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your Internet connection are aware of

these Terms of Use and comply with them.

You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy (which may be found in the Legal Portion of the Website at orthex.net/legal), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat your user name, password, and any other information utilized or provided as part of our security procedures as confidential, and you must not disclose such information to any other person or entity.

You may not use anyone else's Orthex ID, password or account at any time without the express permission and consent of the holder of that Orthex ID, password or account. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. Without limiting the foregoing, you agree that, under no circumstances, will you permit a patient being treated with the ORTHEX brand fixation device to access this Website using your user name and password. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to exit and logout from your account before leaving the Internet connection to the Website unattended. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information and you should confirm that the software on any such computer is not configured to automatically capture or save your login information.

You may be held liable for losses incurred by the Company or any other user of or visitor to the Site due to someone else using your Orthex ID, password or account as a result of your failing to keep your account information secure and confidential.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

PERMITTED USE

If you are a registered user, these Terms of Use permit you to use the Website only in connection with use of the ORTHEX brand fixation device to treat your patients. The Website enables you to generate a daily device adjustment schedule for the patient, referred to in this Terms of Use as a "Schedule", for a particular application of a ORTHEX brand fixation device. This requires you to input the information needed (e.g. measurements of the struts, ring size, the ORTHEX brand fixation device configuration being utilized, the initial settings used with the ORTHEX brand fixation device, and any other necessary information). You are solely responsible for the accuracy of the information input into the Website by you or under your direction to generate a Schedule.

You have the ability to input and save multiple cases on the Website. The Website, however, is not a part of your medical practice files or patient treatment records, including your electronic health records. You should download or print a copy of the information for each case each time you update it. We do not represent or warrant that we will maintain a copy of your cases and disclaim all responsibility and liability for the loss of data you have input into the Website.

You undertake full responsibility for non-compliance with these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire Contents, features and functionality (including but not limited to all information, software, text, user interfaces, displays, artwork, images, video and audio, computer code and the design,

structure, selection, coordination, expression, “look and feel” and arrangement of such Content selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws and unfair competition laws.

You are allowed to use the Website only in connection with a Permitted Use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download a reasonable number of copies of pages of the Website as needed for a Permitted Use of the Website and not for further reproduction, publication or distribution.

You must not:

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2. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
3. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the
4. Website 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 Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, patent, and other laws.

Violation of These Terms of Use

The Company may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Website, including other users or administrator of the website. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires such disclosure.

You acknowledge and agree that we may preserve any transmittal or communication by you with us through the Website or any service offered on or through the Website, and may also disclose such data if required to do so by law or Orthex determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of our Company, its employees, users of or visitors to the Site, and the public.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you

consent to Vilex obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that Orthex may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Orthex does take any legal action against you as a result of your violation of these Terms of Use, Orthex will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Orthex. You agree that Orthex will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

TRADEMARKS

The Company name, VILEX; ORTHEX; and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

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PATENTS

Uses of the Website are patent pending.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S.A. or other countries).
- To use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Orthex server, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

- To probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Orthex, including any Orthex account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

1. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
2. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
3. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
4. Use any device, software or routine that interferes with the proper working of the Website.
5. Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
6. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
7. Attack the Website via a denial-of-service attack, a distributed denial-of- service attack, or a security programming flaw.
8. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Orthex on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
9. Otherwise attempt to interfere with the proper working of the Website.

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on this Website is subject to our Privacy Policy (which may be found in the Legal Portion of the Website at orthex.net/legal). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A FLAW IN INTERNET SECURITY TECHNOLOGY RUN ON OPEN-SOURCE CODE OR OTHERWISE, A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, SECURITY PROGRAMMING FLAWS OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE

PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify and hold the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, shareholders, predecessors, successors in interest, employees, contractors, agents, licensors, suppliers, assigns, subsidiaries, harmless from and against any claims, liabilities, demands, damages, judgments, awards, losses, costs, expenses or fees (including attorneys' fees) in connection with your use of the site, including, but not limited to, the input of inaccurate information by you or under your direction to generate a Schedule; any use of the Website's content, services and products other than as expressly authorized in these Terms of Use; or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the City of McMinnville and County of Warren (although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

The Terms of Use and Privacy Policy constitute the sole and entire agreement between you and us (Vilex) with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

YOUR COMMENTS AND CONCERNS

This website is operated by Orthex LLC. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: admin@orthex.net.

GENERAL

Vilex in Tennessee, Inc., registered 111 Moffitt Street, McMinnville, TN 37110