

## END USER LICENSE AGREEMENT

**IMPORTANT** – THIS IS A LEGAL DOCUMENT BETWEEN YOU (WHICH SHALL BE IDENTIFIED HEREIN AS "You" OR THE "User" (WITH "User" FURTHER DESCRIBED BELOW)) AND THE AMERICAN SOCIETY OF BREAST SURGEONS ("ASBS"), WITH IT BEING GENERALLY UNDERSTOOD (AS APPLICABLE) THAT YOU ARE OTHERWISE AGREEING TO THIS END USER LICENSE AGREEMENT ON BEHALF OF THE ENTITY (OR INSTITUTION OR FACILITY) THAT WILL BE NAMED ON THE MEMBER ACCOUNT WITH ASBS. BEFORE ACCESSING OR USING THE MASTERY OF BREAST SURGERY PROGRAM YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS END USER LICENSE AGREEMENT (THE "Agreement") AS THEY GOVERN THE USE OF THE MASTERY OF BREAST SURGERY PROGRAM AND ALL ASSOCIATED SOFTWARE, DATABASES, MATERIALS, AND INFORMATION (TOGETHER, THE "Software" FOR THE PURPOSES OF THIS AGREEMENT). ASBS IS WILLING TO ALLOW ACCESS TO AND USE OF THE SOFTWARE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

### TERMS AND CONDITIONS

- 1. THE SOFTWARE.** The Software makes available the Mastery of Breast Surgery program as a web-based application for documentation of clinical performance and adherence to quality measures in breast surgery. The Software is hosted from ASBS' HIPAA secure server. More specific details regarding the Software can be found at <http://www.breastsurgeons.org/mastery/background.php> (which ASBS may update from time to time).
- 2. LICENSE GRANT.** The Software is provided by ASBS as a resource for you and to assist only with furthering ASBS' mission of [improving clinical performance and adherence to quality measures for breast surgery, enhancing the ability to document quality outcomes in patient care, and enabling individual surgeons to know and be able to report their performance. Conditioned on your compliance with the terms and conditions of this Agreement, including, without limitation, the obligation to pay all applicable fees and charges (if any), this Agreement provides you with a limited, non-exclusive, non-transferable, and sublicenseable (but only on a limited basis as set forth below) license to use the Software solely for your internal business purposes in connection with activities in furtherance of improving clinical performance and adherence to quality measures for breast surgery and only in connection with related clinical, medical, or performance information, records, or materials (with all such information, records, or materials identified collectively herein as the "Records"). In connection with the foregoing license and as the only right to sublicense, you may also enable an individual employee(s) of yours who has a need to have access to and use of the Software in accordance with your internal business purposes ("Authorized User(s)") to access and use the Software so long as all such use remains in compliance with this Agreement. Accordingly, in connection with this license, references to "you" or "User" throughout this Agreement mean you, any Authorized User(s), and the corporate, institution, or entity-level member of ASBS (per any other agreement with ASBS) that you sign on behalf of such entity or under which you access any Software.
- 3. RESTRICTIONS.** The foregoing license is limited. You therefore may not (i) use, copy, store, transmit, distribute, display, rent, lease, sell, modify, license, sublicense, or commercially exploit the Software (or any part thereof) in any manner not expressly permitted by this Agreement, including, without limitation, for further re-sale or distribution, (ii) reverse engineer, decompile, disassemble, translate, or create any derivative work of the Software (or any part thereof); (iii) access, link to, or use any source code from the Software (or any part thereof); (iv) erase or remove any proprietary or intellectual property notice contained in or on the Software (or any part thereof); or (v) use or permit use of the Software (or any part thereof) for or by any person or entity (including affiliates and subsidiaries) other than Authorized Users. In addition, you may not, and you shall not permit any other person or entity to, (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Software or in any way reproduce or circumvent the navigational structure or presentation of the Software to obtain or attempt to obtain any materials, Records, or information through any means not purposely made available through the Software, (ii) attempt to gain unauthorized access to any portion or feature of the Software, including, without limitation, the account(s) or Record(s) of another User(s) or any other system(s) or network(s) connected to the Software or to any ASBS server, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Software or any network connected to the Software, (iv) breach or attempt to breach the security or authentication measures on the Software or any network connected to the Software, (v) reverse look-up, trace, or seek to trace any information on any other User of the Software, (vi) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Software or ASBS' systems or networks, (vii) use any device, software, or routine to interfere with the proper working of the Software or with any other User(s)'s use of the Software, (viii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to ASBS on or through the Software, and/or (ix) use the Software in a manner that could damage,

disparage, or otherwise negatively impact ASBS, its business, or its goodwill. Moreover, you shall not enter into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering ASBS or the use of the Software (or any part thereof). You acknowledge and agree that exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

4. **USER OBLIGATIONS.** Subject to ASBS' right to monitor and audit compliance, you acknowledge and agree that you shall be responsible for monitoring your and your Authorized User(s)'s use of the Software and for maintaining compliance with the terms and conditions of this Agreement. Accordingly, any breach of this Agreement by an Authorized User shall constitute a breach by you. Moreover, at all times, you agree to assume all responsibility for your use, and the results of your use, of the Software, including meeting any legal or certification standard or any requirements of your contracts with third parties or other persons. ASBS assumes no liability for any claims that may result directly or indirectly from the communications or interactions you establish with other persons or entities using the Software. You also agree to be responsible for and to abide by all applicable laws and regulations with respect to your use of the Software and any activities you conduct using your Records, including, without limitation, any that relate to privacy or information security. You also represent that you will, at all times, provide true, accurate, current, and complete information when submitting Records to the Software. Although ASBS uses commercially reasonable efforts to maintain and secure the Software, you agree that it shall be solely your responsibility for maintaining and securing all of the Records which you use on or in connection with the Software. Finally, you shall be solely responsible for providing the software, hardware, communication links, and connections necessary to access the Software and for training yourself and any Authorized Users (as such term is defined below) with respect to use of the Software. To the extent you request from ASBS additional support, training, implementation, or other programming work relating to the Software beyond ASBS' stated obligations in this Agreement or beyond the training information provided by ASBS through the ASBS Web site, which includes background information on the Software at <http://www.breastsurgeons.org/mastery/background.php>, or through ABSS' self-help videos provided within the Software, ASBS may provide such support, training, implementation, or programming work, in its sole discretion, at its standard time and materials rates or such other pricing as agreed to in writing and subject to the terms of this Agreement and any other written agreement required by ASBS
5. **DELIVERY OF RECORDS.** You acknowledge and agree that ASBS shall not be obligated to incorporate into or process through the Software any Records whose technical requirements do not fit within any specified technical parameters or which cannot be integrated or utilized with commercially reasonable efforts. In connection with delivering and providing to ASBS any Records or other information, you hereby grant to ASBS a non-exclusive, worldwide, royalty-free, right and license to copy, distribute, create derivative works from, display, modify, reformat, transmit, and otherwise use any such Records or information as necessary in connection with ASBS' operation and maintenance of the Software in any form, media, or technology now known or later developed for as long as this Agreement remains in effect. With respect to any such Records or information, you represent that you have all rights and permission necessary to submit, display, or make available any content in your Records and have obtained at your sole expense all necessary consents, rights, permissions, and clearances (and can provide ASBS with reasonable proof thereof (if requested)) required for ASBS to use such Records or information in connection with operation or maintenance of the Software.
6. **ACCOUNT MAINTENANCE.** ASBS shall assign to you an account for use of the Software and for the processing of and access to your Records. Registration with and access to the Software and your on-line account will require both a user name and a password, which user name and password can be modified by you). Only one User can use one user name and password and, thus, one account. Doing so insures that each User will only be able to access its own account through the Software. Anyone with knowledge of both a User's user name and password can gain access to the restricted portions of the Software and to the User's account. Accordingly, you agree to keep confidential the user name and password for your on-line account and will ensure that only you and your Authorized Users can access your account. You also agree not to use another User's account, user name, and/or password. In addition, you agree to remain solely responsible for all activities that occur under or through your account. You will immediately notify ASBS if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. ASBS will not be liable for any loss or damage arising from your failure to comply with these obligations, including, without limitation, if another party or person accesses your account due to such failure. In connection with the foregoing, ASBS reserves the right to delete or change a user name or password at any time and for any reason. ASBS will provide notice of any such deletion or change.
7. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the Software. Accordingly, you expressly acknowledge and agree that ASBS does not grant any implied right to you or any other person and transfers no ownership or intellectual property interest or title in and to the Software (or any part thereof) to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer or programming code (including html or PHP code), programs, software, databases, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of the Software, unless otherwise indicated, are owned, controlled, and licensed by ASBS or its licensors and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other

state, national, and international laws and regulations. Accordingly, your unauthorized use of the Software may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. The Software is Copyright © 2009-10 ASBS or its licensors. AMERICAN SOCIETY OF BREAST SURGEONS, the ASBS logo, and all other names, logos, and icons identifying ASBS and its programs, products, and services are proprietary trademarks of ASBS, and any use of such marks, including, without limitation, as domain names, without the express written permission of ASBS is strictly prohibited.

8. **CONFIDENTIALITY.** You acknowledge and agree that in connection with this Agreement or your use of the Software you may receive or gain access to the confidential, proprietary, or sensitive information of ASBS or its licensors (the "Confidential Information"). Moreover, you acknowledge and agree that (i) the Software includes unpublished, licensed works, and trade secrets; (ii) independent economic advantages are derived by ASBS from its ownership of the Software; and (iii) the Software's software, databases, and programming code are also Confidential Information. Accordingly, with respect to the Confidential Information of ASBS, you agree to secure and protect the confidentiality of the Confidential Information of ASBS (and/or its licensors) in a manner consistent with the maintenance of ASBS' rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You also acknowledge and agree that any disclosure or unauthorized use of such Confidential Information would be detrimental to ASBS and its business and goodwill. You therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties. In particular, you acknowledge and agree that you are prohibited from disclosing or making accessible any Confidential Information of ASBS to any person or entity that is not an Authorized User. All Confidential Information of ASBS shall remain the exclusive property of ASBS. These restrictions do not apply to Confidential Information which you (i) are required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) disclose in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if you first notify ASBS of the order and permit ASBS to seek an appropriate protective order or move to quash or limit such order; or (iii) disclose with written permission of ASBS, in compliance with any terms or conditions set by ASBS regarding such disclosure. Upon termination or expiration of this Agreement, you shall return to ASBS or destroy, at the request of ASBS, all Confidential Information of ASBS and certify in writing to ASBS, within ten (10) days following termination or expiration, that all such Confidential Information has been returned or destroyed.
9. **FEEDBACK.** ASBS welcomes your feedback and suggestions with respect to improving the Software. But, by transmitting any feedback or suggestions and any related information, material, or other content (collectively, "feedback") to ASBS, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to ASBS. In addition, any feedback received by ASBS will be deemed to include from you a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for ASBS to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such information, material, or content, and you hereby waive any claim to the contrary.
10. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant to ASBS that (i) you are at least eighteen (18) years of age or the legal age of majority, (ii) you are authorized to enter into this Agreement on behalf of yourself, your Authorized User(s), and the Member named on the account with ASBS (in the event you access the Software and/or agree to this Agreement on behalf of such entity), (ii) you are authorized and able to fulfill and perform the obligations and meet the conditions of a User as specified herein, (iii) any information or data provided to ASBS by you or your Authorized User(s) will not violate any law or regulation or any third party or person's right; and (iv) you and/or your Authorized User(s) has all required permits, licenses, and other governmental authorizations and approvals to use the Software in accordance with this Agreement.
11. **WARRANTY DISCLAIMER.** THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND ASBS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASBS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE. ASBS ALSO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL ENABLE YOU TO MEET OR ACHIEVE ANY CERTIFICATION OR LEGAL STANDARD OR THAT THE SOFTWARE WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND ANY RELATED RESULTS IS WITH YOU.
12. **LIMITATION OF LIABILITY.** You also acknowledge and agree that use of the Internet and access to and use of the Software is done on a voluntary basis solely at your own risk. ASBS shall not be liable or responsible for any claim,

damage, or loss resulting from a cause beyond ASBS' control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL ASBS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, FOR LOST DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SOFTWARE, OR FOR ANY INFORMATION OR MATERIALS AVAILABLE THROUGH THE SOFTWARE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ASBS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN ADDITION, ASBS SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR THE STORAGE OF ANY RECORDS OR FOR THE DELIVERY, SECURITY, OR AVAILABILITY OF ANY RECORDS. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF ASBS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SOFTWARE, RESULTS FROM USE OF THE SOFTWARE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED FIVE THOUSAND DOLLARS \$5,000.00 (USD).

13. **INDEMNIFICATION.** You shall indemnify, hold harmless, and defend ASBS and its officers, directors, members, counselors, agents, and employees against all claims, liabilities, costs, damages, judgments, suits, actions, or proceedings (including any instituted by a government or government agency), losses and expenses, including reasonable attorneys' fees and costs of suit or proceeding, arising out of or resulting from (a) any breach by you and/or your Authorized User(s) of this Agreement or any failure by you and/or your Authorized User(s) to fulfill any obligation or condition specified in this Agreement or (b) any breach or violation by you of any laws or regulations (local, state, federal, or international) related to your performance or fulfillment of your obligations under this Agreement.
14. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of Maryland, U.S.A., as applied to agreements entered into and completely performed in the State of Maryland. The state or local courts in the State of Maryland will have exclusive jurisdiction and venue over all controversies in connection with this Agreement, and you hereby consent to such exclusive and personal jurisdiction and venue. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other Records and records originally generated and maintained in printed form. Please contact ASBS if you wish to receive a printed copy of this Agreement.
15. **ENFORCEMENT.** ASBS wishes to maintain the Software as a helpful resource for all of its Users. As it relates to ASBS' operation, maintenance, monitoring, or support for the Software, you therefore have no reasonable expectation of privacy while using the Software because ASBS reserves the right to view, monitor, and/or record activity on the Software to ensure compliance with this Agreement and to comply with government or court appointed authorities when necessary. ASBS also reserves the right, at any time and without notice, to protect its rights in the Software by incorporating security and management technology into the Software. Any information obtained by monitoring, reviewing, or recording is subject to disclosure under court order or to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Software. Moreover, and in accordance with termination provision under this Agreement, ASBS reserves the right to suspend or terminate immediately your access to the Software if you fail to comply with the terms and conditions of this Agreement. In such event, ASBS shall be relieved of its obligations under this Agreement or any other applicable agreement with ASBS during the period of suspension and shall not be found to be in breach of this Agreement or any other applicable agreement with ASBS for such relief. You also acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to ASBS and/or its licensors or suppliers, such injury would not be quantifiable in monetary damages, and ASBS and/or its licensors would not have an adequate remedy at law. You therefore agree that ASBS and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that ASBS or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to ASBS to enforce any provision of this Agreement.
16. **TERM AND TERMINATION.** This Agreement and your right to use the Software will take effect at the moment you click "**I ACCEPT**" or you register with or use the Software and is in effect so long as you pay all applicable fees (if any) and charges in a timely manner or until terminated earlier as set forth below. This Agreement will terminate automatically if you click "**I REJECT**" or if you declare and provide notice to ASBS that you are no longer using the Software. ASBS also reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this Agreement, to terminate this Agreement with you in order to protect its name, business, or goodwill and/or any other User. You therefore acknowledge and agree that ASBS shall have the sole right to determine in its reasonable discretion whether you and/or your Authorized User(s) is engaging in any unauthorized activity and/or violating any term or

conditions of this Agreement. Termination of this Agreement for unauthorized activity or a violation of this Agreement will be effective without notice. ASBS shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement in accordance with this section. Upon termination of this Agreement for any reason, certain applicable provisions of this Agreement will survive termination, as outlined below. In particular, any applicable fees or charges that were due to ASBS prior to termination shall remain and shall become immediately payable to ASBS upon termination. Upon termination, you (and any of your Authorized Users) must also return to ASBS and/or destroy or delete from your computer, laptop, work station, network, or system all copies of the Software (and any associated materials) in your possession. If requested by ASBS, you shall provide written confirmation of your compliance with this obligation. Any licenses from ASBS and any right to use the Software shall immediately cease upon termination of this Agreement. Moreover, upon termination, all of your Records shall be deleted from the Software, except as required by law. The provisions concerning proprietary ownership of the Software, confidentiality, feedback, representations and warranties, warranty disclaimer, limitation of liability, indemnification, governing law, enforcement, termination, notices, and the miscellaneous terms will survive the termination of this Agreement for any reason.

17. **SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions, including, without limitation, ASBS' Terms of Service Agreement, ASBS' Privacy Policy, ASBS' Mastery of Breast Surgery Program Participation Agreement, and ASBS' Business Associate Agreement (if ASBS' compliance and such document are required by applicable law) may apply to the use of the Software. In particular, to the extent required by applicable law, ASBS will comply with its data handling obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") per the terms of its Business Associate Agreement or its Mastery of Breast Surgery Program Participation Agreement or the form of business associate agreement that ASBS has executed in writing. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict with this Agreement, ASBS' obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing should be construed to alter such terms, conditions, notices, and agreements.
18. **NOTICES.** All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered, by first class U.S. Mail, return receipt requested, in person, by commercial overnight courier (e.g., FEDERAL EXPRESS), with constructive receipt deemed to have occurred 3 calendar days after being mailed, or when receipt is acknowledged if sent by facsimile or other electronic transmission device.
19. **MISCELLANEOUS.** Notwithstanding anything herein, you acknowledge that the rights and services are provided by ASBS on a non-exclusive basis, and ASBS shall have the right to enter into similar business relationships with other entities or persons and to perform services for others during the term of this Agreement. The relationship between you and ASBS is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee. You also agree that this Agreement is only for your or your Authorize User(s)'s benefit. Accordingly, you may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without ASBS' prior written consent. Any attempt of assignment, delegation, or transfer in violation of this Agreement shall be void, of no effect, and a material breach of this Agreement. Notwithstanding the foregoing, ASBS may assign this Agreement in whole or in part and otherwise delegate its rights and responsibilities and use contractors to fulfill its obligations under this Agreement. Failure by ASBS to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that unless it materially affects the entire intent and purpose of this Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for convenience only and have no legal or contractual effect. This Agreement, ASBS' Terms of Service Agreement, ASBS' Privacy Policy, ASBS' Mastery of Breast Surgery Program Participation Agreement, and ASBS' Business Associate Agreement (as applicable), which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and ASBS with respect to the services provided by ASBS and any use of the Software, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and ASBS with respect to the Software. Please note that ASBS reserves the right to change the terms and conditions of this Agreement and under which the Software is extended to you by providing you in writing or electronically a copy of such revised terms (or notice thereof). ASBS also has the exclusive right to provide updates, upgrades, and/or changes to any aspect of the Software at any time. But, ASBS has no obligation to provide such updates, upgrades, or changes. Your continued use of the Software following any such change to such Software will be deemed acceptance of any change to this Agreement or the Software. If you have questions regarding the Software or if you are interested in obtaining more information concerning ASBS and its products or services, or want permission to use any ASBS content, please contact ASBS.