END USER LICENSE AGREEMENT

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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.