

Benchmark Systems Web Site

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THIS SITE. BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WANT TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS SITE.

1. Use of this Site

Use of this site is limited to only those persons that have been granted authorization to do so and who have a need to access the information for the benefit of their organization and/or their patient(s). In connection with use of this site, you agree you will:

- a. not violate any applicable local, state, national or international law.
- b. not divulge your username or password to any other person.
- c. notify us immediately upon knowledge that your assigned username and password have been obtained by an unauthorized person.
- d. notify us immediately when any authorized person in your organization no longer needs access to this information (i.e. termination of employment, change in job duties, etc).

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND THE INTERNET. BENCHMARK SYSTEMS PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER.

LIMITATION OF LIABILITY

IN NO EVENT WILL BENCHMARK SYSTEMS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE.

2. Equipment

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the site and all charges related thereto.

3. Indemnification

You agree to indemnify, defend and hold harmless Benchmark Systems, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the site from and against all losses, expenses, damages and costs, including attorney's fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or your use and access of the site.

4. Termination

Either party may terminate this Agreement at any time with advance 30 day written notice.

5. Miscellaneous

This agreement shall all be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between Benchmark Systems and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the city of Lynchburg, state of Virginia.