

Software License Agreement

1. Introduction

This Software License Agreement ("Agreement") is entered into by and between **DEVINSIDERCORP**, registered at 6742 5th Avenue, 2F, Brooklyn, NY 11220 (hereinafter referred to as "Licensor"), and the end user of the software (hereinafter referred to as "Licensee"). By using the software in the cloud, installing it on any local machines, or accessing our primary website at eyesync . app, the Licensee acknowledges and agrees to the terms and conditions of this Agreement.

2. Definitions

2.1. **Software:** The software product named EyeSync (hereinafter referred to as "Software"), including all associated documentation, updates, and modifications.

2.2. **License:** The right to use the Software in accordance with this Agreement.

2.3. **Licensor:** DEVINSIDERCORP, the owner of all copyrights and intellectual property rights related to the Software.

2.4. **Licensee:** Any individual or legal entity that obtains a License to use the Software.

3. Copyright

3.1. The Software, including its source code, object code, structure, and design, is protected under U.S. copyright law and international treaties.

3.2. The Licensor retains all rights to the Software, except for the rights expressly granted to the Licensee under this Agreement.

3.3. The Licensee is prohibited from copying, reproducing, or distributing any data sets, documents, or other information provided as part of the Software package onto any medium, whether physical or digital. This restriction excludes actions performed as part of standard business operations, such as:

- Printing invoices, lab tickets, or claim billing documents;
- Sending referral letters to other healthcare providers or medical institutions as part of standard business processes.

4. Grant of License

4.1. The Licensor grants the Licensee a limited, non-exclusive, and perpetual license (unless otherwise stated) to use the Software for personal or commercial purposes.

4.2. The License is provided solely for the use of the Software in accordance with its accompanying documentation.

4.3. The Licensee is prohibited from:

- Modifying, decompiling, or reverse engineering the Software; performing penetration testing, attempting to hack, or intentionally causing excessive load on the system, including Distributed Denial of Service (DDoS) attacks;
- Selling, leasing, or transferring the Software, as well as account data, including login credentials and passwords, to third parties without the prior written consent of the Licensor.

5. Restrictions

5.1. The Licensee agrees not to use the Software for any illegal activities.

5.2. The Licensee agrees to provide authentic documents for their organization and/or agreements if required by the system (e.g., clear doctor verification, vendor agreements).

5.3. The Licensee agrees to responsibly safeguard their account credentials, passwords, employee lists, and patient data.

5.4. The Licensee agrees to promptly report any potential vulnerabilities or issues to our support team.

5.5. The Licensor is not responsible for damages caused by improper use of the Software.

5.6. The Licensor is not responsible for the loss of account credentials (e.g., passwords or logins).

5.7. The Licensor agrees to promptly identify and address system vulnerabilities and to provide the latest updates.

5.8. The Licensor agrees to protect the client's data and ensure its security.

5.9. The Licensor agrees to maintain confidentiality and not disclose client information except as required by U.S. law.

5.10. The Licensor agrees to provide all necessary instructions and training materials to ensure effective use of the information system.

6. Limitation of Liability and Disclaimer of Warranties

6.1. The Software is provided "as is" without any guarantees, express or implied, including but not limited to guarantees related to increased profitability.

6.2. The Licensor shall not be held liable for:

- Direct or indirect damages;
- Loss of data or profits resulting from improper use of the Software, misuse, or violations of this Agreement;
- Timely training of employees on how to use the Software;
- Refusal of service or provision of services by our partner companies or contractors.

7. Distribution Rights

7.1. The distribution of the Software is permitted only with the written consent of the Licensor.

7.2. The distribution of the Software may be carried out by the Licensor and/or by a group of affiliated entities listed in **Appendix A** or on the website under the "Distributors" section.

7.3. Official distributors are solely those individuals or companies approved by the Licensor and listed in **Appendix A** and/or on the website under the "Distributors" section.

7.4. The list of affiliated entities and distributors may be updated at the discretion of the Licensor.

8. Termination of License

8.1. The License is automatically terminated if the Licensee violates the terms of this Agreement.

8.2. The License is terminated upon expiration (for term-based licenses) if a new license is not purchased.

8.3. Upon termination of the License, the Licensee must immediately cease using the Software and delete all copies of it.

8.4. After the License expires, the Licensee has 30 days to download all their data from the cloud servers.

8.5. Upon termination of the License, the Licensor is obligated to provide the Licensee with the ability to download all their data and files from the cloud storage within 30 days.

8.6. After 30 days from the date of License termination, the Licensor is required to delete all personal and commercial data of the Licensee, except for data that the Licensor is legally required to retain under local regulations.

9. Dispute Resolution

9.1. This Agreement is governed by the laws of the State of New York, United States.

9.2. All disputes arising out of or in connection with this Agreement shall be resolved in the courts located in Brooklyn County, New York.

10. Final Provisions

10.1. Any amendments to this Agreement shall only take effect after being mutually agreed upon in writing by both parties.

10.2. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

10.3. If the Licensor updates the terms of this Agreement, the Licensee will be notified in advance. Should the Licensee fail to accept the updated terms, this Agreement will be terminated unilaterally upon the expiration of the current License term.

11. Signatures of the party

Licensor:

DEVINSIDERCORP.

Licensee:
