BY USING THE RETINA ROCKS DATABASE, YOU AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT (the “Agreement”). IF YOU DO NOT AGREE, DO NOT PROCEED.

1. License Grants. Retina Rocks, LLC grants you a personal, nonexclusive, nonsublicensable, nontransferable, revocable perpetual license to use the Retina Rocks web site (“Web Site”) to access materials hosted in the Retina Rocks database (“Database Materials”) solely for educational and professional purposes related to furtherance of retina care.

2. License Limitations. The license granted in Section 1 is conditioned upon your compliance with the following limitations:

   2.1 You may not decompile, decipher, disassemble, reverse engineer or otherwise attempt to access source code of the Web Site or circumvent any technical limitations of the Retina Rocks database or the Database Materials that limit or restrict use of the Database Materials.

   2.2 You may not distribute for payment, rent, lease, sell, or otherwise sub-license the Database Materials to any third party.

   2.3 Publication of any of Database Materials is not allowed without our express written consent.

   2.4 You may not modify or create derivative works of the Database Materials in whole or in part.

   2.5 You may not remove any copyright notices or proprietary notices or labels on the Database Materials or any copy thereof.

   2.6 Non-Permitted Uses. Without limiting any of the foregoing, you may not make any use of the Database Materials in any manner not expressly permitted by this Agreement.

3. Reservation of Rights and Ownership. Licensor or third-parties from whom Licensor has been granted rights in the Database Materials, own(s) all right, title and interest, including all intellectual property rights, in and to the Database Materials and reserve(s) all rights not expressly granted to you in this Agreement. The Database Materials are protected by copyright and other intellectual property laws and treaties.

4. Termination. This Agreement will automatically terminate upon your breach of any of this Agreement’s terms and conditions. In the event of termination, you must immediately destroy all copies of the Database Materials.

5. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE DATABASE MATERIALS ARE PROVIDED AS IS AND WITH ALL FAULTS. LICENSOR HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF DATABASE MATERIALS. LICENSOR AND ITS PARENT, AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE WEB SITE OR DATABASE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. THE ENTIRE RISK ARISING OUT OF THE DATABASE AND DATABASE MATERIALS REMAINS WITH YOU.

6. Governing Law and Jurisdiction. This Agreement will be construed and controlled by Kentucky law, without giving effect to its conflict of law provisions. Each party consents to exclusive jurisdiction and venue in the state and federal courts in Jefferson County, Kentucky for any and all disputes, claims and actions arising from or in connection with the Database Materials and this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Uniform Computer Information Transactions Act does not apply to the Agreement.

7. General.

   7.1 No Waiver. Licensor’s failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

   7.2 Survival of Terms. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.

   7.3 Assignment. You may not assign, transfer or sublicense this Agreement or your rights (if any) under this Agreement. This Agreement will be binding upon all successors and assigns.

   7.4 Entire Agreement. This Agreement constitutes the entire agreement between you and Licensor with respect to the Database and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between you and Licensor with respect to the Database Materials.

   7.5 Right to Update Terms. Licensor may update the terms of the Agreement without prior notice to you in order to, among other things, reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of content.