

CUSTOMER RELEASE AND REPRESENTATIONS

THIS DOCUMENT SPECIFIES THE REPRESENTATIONS THAT YOU, THE CUSTOMER ("YOU") MAKE TO ALLEVION, INC., A DELAWARE CORPORATION ("ALLEVION") AND YOUR AGREEMENT TO RELEASE AND HOLD ALLEVION HARMLESS FROM CERTAIN LIABILITIES. PLEASE READ THIS "RELEASE" CAREFULLY AND CONTACT ALLEVION IN THE EVENT THAT YOU HAVE ANY QUESTIONS ABOUT THE INFORMATION CONTAINED HEREIN.

1. Services. You agree to retain Allevion to arrange for the services to be delivered, as set forth herein as of the date you submit this Release, and pursuant to the terms of this Release. You understand that Allevion has no control, and makes no promises, whatsoever regarding the delivery or performance of any clinical and/or third-party financial aspect of the services you have chosen.

2. Your Representations. You represent that you are entering into this Release freely. With regard to the services that you have chosen, you represent that (i) you have the choice of receiving services from various healthcare providers completely apart from Allevion; (ii) you have the ability to independently research your choices and verify your providers' credentials; and (iii) you have acted and will continue to act diligently and responsibly and exercising your own independent judgment before entering into this Release. You have reviewed and understand each of Allevion's offered surgery packages. You have had the opportunity to ask questions regarding your chosen surgery package, and you represent that any such questions have been answered to your satisfaction. You represent that all information you have previously provided and/or will provide pursuant to Allevion's Consultation Request Form and any subsequent requests for information is true and accurate. You agree to timely present for any and all necessary pre-operative, operative and post-operative appointments that are included in your chosen surgery package. You agree to cooperate with Allevion and any health care provider included within your surgery package to facilitate timely transmission of your medical records. You agree that you have read and understand Allevion's Terms of Use, Privacy Policy and HIPAA Policy, each of which is available on Allevion's websites (www.allevion.com and/or www.surgeon.com) and is hereby incorporated by reference. In the event that this Release conflicts with such Terms of Use, Privacy Policy, or HIPAA Policy posted on either website, this Release shall prevail.

3. Hold Harmless, Indemnification and Release. You acknowledge and understand that Allevion is not a health care provider and/or employer of health care providers. Allevion merely offers to you a collection of providers from which you can choose. By signing this Release, you agree to:

- (i) hold Allevion, its officers, directors, employees, contractors and agents, successors and assigns, harmless, from;
- (ii) indemnify Allevion, its officers, directors, employees, contractors and agents, successors and assigns, against; and
- (iii) release Allevion, its officers, directors, employees, contractors and agents, successors and assigns, from:

any and all liabilities, claims, cost, damages, expense, losses, and attorney's fees resulting from or attributable to any of the following:

- (i) any act or omission of any health care providers and/or third-party financial product makers performing services pursuant to the surgery package you selected, including the surgeon, anesthesiologist, facility, pathologist, physical therapist, radiologist, other members of your surgical team, and any provider performing any service;
- (ii) the fact that any such health care providers and/or third-party financial product makers were made known to you by Allevia, including without limitation for any claim based on negligent selection, credentialing or retention.
- (iii) any act or omission of any third party that is not made explicitly a part of your surgery package, but that might be featured on Allevia's websites or in Allevia's literature. You acknowledge that any such third parties are in no way affiliated with or endorsed by Allevia. Allevia disclaims any representations, warranties, whether express or implied, with respect to such third parties.

You agree that you will not, under any circumstances, hold Allevia liable for any consequential, incidental, special, exemplary, punitive, indirect or similar damages that you may experience, even if Allevia has been advised of or is aware of the likelihood of such damages.

4. Payment. Immediately upon review and approval of your case for surgery by your chosen surgeon, you agree to remit to Allevia full payment of your chosen surgery package. You understand and agree that the entire cost of services provided is your personal financial responsibility. Allevia makes no representation regarding coverage, reimbursement, or other payment of this payment or other related fees by and will not submit claims for coverage, reimbursement or other payment for/to you to Medicaid, Medicare, Tricare, managed care plans, health insurance carriers, employers, unions, third-party administrators, governments, advocacy groups, or any other third party. Allevia makes no representation that other parties, including providers involved in your care, will submit claims for coverage, reimbursement or other payment for/to you to any third party. You understand and agree that Allevia may share a copy of this agreement with providers involved in your care.

5. Refund. In the event that your surgeon determines at any subsequent point that you are not eligible to receive the surgery package for health or other reasons, Allevia must receive written notice from you in writing within ten (10) days of such determination. Upon written confirmation of such ineligibility from your surgeon, Allevia will refund the surgery package price to you (within thirty (30) business days of receiving written notice from the surgeon), less the costs of any services rendered within the surgery package prior to receiving such notice.

6. Severability. If any part, term or provision of this Release shall be determined by the court to be invalid or unenforceable, all other provisions nevertheless shall remain valid and effective as it is the intention of the parties that each provision hereof is being agreed upon separately.

7. Governing Law and Jurisdiction. This Release shall be governed by and interpreted under the laws of the State of Florida without giving effect to any conflict of law provisions. You agree that any and all disputes, claims, and causes of action arising out of or connected with this Release shall be resolved individually, without resort to any form of class action. Your agreement to this Release shall be deemed to have been executed in Aventura, Florida. Unless expressly stated otherwise, you consent to the personal jurisdiction and venue of the courts in Palm Beach County, Florida. You expressly waive any objection to such jurisdiction and venue, and further consent that any process, notice of motion, or other application to such courts or a judge thereof may be served outside the State of Florida by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed.

8. Waiver. Waiver by any party of any breach of any provision of this Release shall not be considered as or constitute a continuing waiver or waiver of any other breach of any provision of this Release.

9. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given or made (a) when delivered by hand; or (b) the business day immediately following deposit with a nationally recognized overnight courier service at the addresses set forth below or to such other address as the parties may from time to time furnish to each other by notice given in accordance with this Section.

10. Binding Effect. All the terms, covenants, warranties and representation contained herein, shall be binding upon and shall inure to the benefit of the successors, assigns, legal representatives and heirs of the parties hereto. This Release is not effective upon Allevion unless and until it is fully executed by both parties hereto.

11. No Assignment. This Release is for your personal benefit and Allevion, as well as Allevion's affiliates, successors, and assigns. Accordingly, this Release is personal to you, and you may not assign your rights or obligations to any other person or entity without Allevion's prior written consent.

YOU CERTIFY THAT YOU HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS. YOUR CHOICE TO PURCHASE SERVICES THROUGH ALLEVION IS EVIDENCE OF YOUR AGREEMENT TO THIS RELEASE FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. YOU FURTHER INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.