

VirtualER X-System v7 User License Agreement

Owner/Licensors	Virtual ER Network LLC
Software	VirtualER X-System, Version 7
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Draft for legal review. This document is a software-development template and should be reviewed and approved by qualified legal counsel before production acceptance or customer use.

1. Agreement and Acceptance

This User License Agreement ("Agreement") governs authorized access to and use of VirtualER X-System (the "Software"), a proprietary software platform owned by Virtual ER Network LLC ("Virtual ER Network"). Access to or use of the Software is permitted only for users and organizations authorized by Virtual ER Network or by an organization holding a valid agreement that authorizes access to VirtualER.

Production deployment should present the then-current Agreement to the user and record affirmative acceptance, including the agreement version, timestamp, user identifier, and other audit information appropriate to the deployment.

2. Platform Purpose and International Medical Direction

VirtualER is a proprietary operational, healthcare-connectivity, and intellectual-property platform developed to support EMS medical direction and related healthcare and public-safety workflows. Among its intended uses, VirtualER provides technology infrastructure used in support of the service model of International Medical Direction LLC ("IMD"), including connections among physicians, EMS agencies, providers, facilities, education, quality assurance, compliance, and operational workflows.

IMD and VirtualER should not be understood as interchangeable legal entities. IMD provides healthcare/medical-direction and related services under its applicable agreements, while Virtual ER Network LLC owns and licenses the VirtualER X-System software and associated proprietary technology. Access to VirtualER does not independently create a physician-patient relationship, medical-direction relationship, employment relationship, or healthcare-services agreement unless such a relationship is established through a separate applicable agreement or law.

The commercial phrase **"International Medical Direction - Powered by VirtualER"** describes the role of VirtualER as technology infrastructure supporting the IMD operating model and does not transfer ownership of the Software.

3. License Grant

Subject to applicable written agreements, payment obligations, organizational authorization, feature entitlements, and compliance with this Agreement, Virtual ER Network grants the authorized user a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Software solely for the authorized organization's permitted business purposes.

Access may be limited by organization, profile, scope, role, access level, subscription, feature entitlement, or other authorization controls. No ownership interest in the Software is transferred to the user or customer.

4. Ownership and Proprietary Platform

Virtual ER Network LLC retains all right, title, and interest in and to the Software and its original source code, application architecture, data models, user interfaces, documentation, workflows, methods, graphics, designs, compilations, integrations, configuration concepts, and other proprietary materials, subject to rights in separately licensed third-party components and customer-owned data.

VirtualER is an operational tool and intellectual-property platform intended to enable and scale specialized EMS medical-direction and healthcare-connectivity models. Authorized access to the Software does not grant a right to copy, appropriate, disclose, reproduce, or commercially exploit the proprietary architecture, workflows, methods, or other protected elements except as expressly authorized in writing.

5. Restrictions

Except where expressly authorized in writing or permitted by applicable law, users may not copy, distribute, sell, sublicense, disclose, reverse engineer, decompile, circumvent access controls, interfere with security features, use another person's credentials, or attempt unauthorized access to the Software or data.

Users may not use access to VirtualER to reproduce or create a competing implementation of proprietary VirtualER workflows, architecture, or protected operational methods except to the extent such a restriction is prohibited by applicable law.

6. Accounts, Profiles, Scope, and Security

Users are responsible for protecting their credentials and complying with applicable authentication and security requirements, including multi-factor authentication when required. Users must not share accounts or attempt to alter organizational, profile, role, scope, access-level, entitlement, or data relationships outside authorized application workflows.

A human Person may be represented by one or more authorized user accounts or operational profiles. Access granted in one organizational context does not imply access in another context.

7. Data and Authorized Use

Users may access only information permitted by their active profile, organizational scope, role/permissions, access level, feature entitlement, applicable agreements, and applicable law. Administrative authority over the Software does not necessarily grant visibility into restricted identity, clinical, background-check, or other specially classified data.

Customer or patient-related data remains subject to the applicable organization's rights, contractual terms, privacy requirements, retention policies, and applicable law. This Agreement does not itself grant access to any patient or organizational data.

8. Healthcare and Clinical Use

The Software may support EMS medical-direction, operational, administrative, quality, education, compliance, and clinical workflows. It does not replace professional medical judgment, applicable protocols, emergency procedures, or the responsibilities of appropriately licensed healthcare professionals.

VirtualER may support models intended to extend physician-directed EMS and healthcare services into community settings, but Software functionality alone does not authorize clinical practice, establish scope of practice, or supersede applicable law, regulation, protocol, licensure, credentialing, or medical-direction requirements.

Any production terms concerning regulated healthcare information, HIPAA responsibilities, business associate obligations, clinical decision support, patient information, or emergency-use limitations must be addressed in the applicable organizational agreements and reviewed by counsel.

9. Availability, Updates, and Changes

Virtual ER Network may maintain, update, modify, suspend, or discontinue Software features subject to applicable customer agreements. Users may be required to use supported versions and security controls.

The Software is an evolving platform. New modules, integrations, data classifications, subscription features, access privileges, or operational capabilities may be introduced over time and may be subject to separate authorization, contractual, or fee requirements.

10. Third-Party Software and Services

The Software incorporates or depends upon third-party software and may integrate with approved external services. Those components and services remain subject to their respective licenses, agreements, privacy terms, and technical limitations. Nothing in this Agreement limits rights granted directly under an applicable third-party open-source license.

11. Termination

Authorization to use the Software ends when the user's account/profile is disabled, the user's organizational authorization ends, the applicable customer agreement terminates, applicable subscription or entitlement rights end, or access is otherwise terminated in accordance with applicable agreements or law. Obligations concerning ownership, confidentiality, restrictions, and other provisions intended to survive termination remain in effect as applicable.

12. Warranty, Liability, Governing Law, and Commercial Terms

Warranty disclaimers, limitations of liability, indemnification, governing law, venue, dispute resolution, service levels, fees, privacy terms, data processing terms, and other commercial provisions should be supplied by the applicable executed customer agreement and/or a counsel-approved production version of this Agreement.

13. Contact and Agreement Version

Licensors: **Virtual ER Network LLC**

Production releases should include an official legal/contact address and a stable agreement version/effective date before this Agreement is enabled for user acceptance.

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