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- 2. **Multiple-Location Practices.** Frames Data licenses are scaled to the size of the Licensee business; this is determined by number of physical locations or addresses that have an optical dispensary or laboratory on site.

Practices with more than one location are required to obtain licensing that reflects the number of physical locations included in the entirety of the business. Failure to obtain an appropriate license will result in termination of service.

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  - i. View or access the Data in any way on computers in more than one Location.
  - ii. Transfer the Data from one Location to another Location.

- iii. Copy any of the Data to a shared hard drive, a networked server or to any shared media storage device that would enable the transmission of the Data to another Location.
- iv. Transmit or transfer the Data over a network of any kind to another Location.
- v. Use the Data to support a third party's multiple locations, including, but not limited to, managing a third party's frame inventory and claims processing.
- b. Authorized business types. Frames Data products are intended for use by eyewear dispensers in traditional retail dispensary settings only. Usage by other professionals, including but not limited to frame and managed care companies, is prohibited without prior authorization and may result in cancelation of service.
- c. Under no circumstances shall Licensee:
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- 4. **My Frame Gallery.** If Licensee subscribes to My Frame Gallery<sup>™</sup> and uses the My Frame Gallery<sup>™</sup> Wish List<sup>™</sup> feature, Licensee shall post and comply with a customized consumer-facing privacy policy that discloses to all users of that site, in compliance with all applicable laws and regulations, (a) what personally identifying information ("PII") is collected when they use the site, (b) where and for how long that PII is stored, (c) how that PII is used, and (d) with whom that PII is shared (a "Privacy Policy").

The failure of any Licensee who subscribes to My Frame Gallery™ and uses the My Frame Gallery™ Wish List™ feature to post a privacy policy that meets these requirements shall be a material breach of this Agreement and shall entitle FDI to

terminate the My Frame Gallery™ Wish List™ feature immediately without notice to Licensee.

5. **Display of brands online.** If using Frames Data to populate a product catalog-style website, either via My Frame Gallery or a data feed, Licensee agrees to display only brands for which Licensee holds an active account or is otherwise authorized to do so.

If found to be displaying frames without an account or authorization to do so, Frames Data may require licensee to remove such frames. Non-compliance will result in immediate cancelation of license.

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