

Authorization and Release for User Media/Photos/Testimonials

NightWare, Inc. (hereinafter “NightWare”) wishes to capture your story and/or experience with the NightWare Digital Therapeutic Device to, in the form of feedback or user testimonials which may including the use of your first name, your voice, and/or your likeness, while identifying you as a user of NightWare products or services (the “Materials”) for educational, promotional, research, and/or other lawful purposes. Some examples of lawful use of the Materials may include posting videos or photos on the NightWare websites or social media sites, use in corporate communications, and/or for marketing NightWare products and/or services. It is our hope that those who view Materials about you will be encouraged as they learn about the NightWare products and services.

While, based on the nature of the Materials that may be created, NightWare does not anticipate your full (first and last) name will be used, testimonials identifying you as a NightWare user may include and disclose some of your Personal Identifying Information (“PII”) and/or your Protected Health Information (“PHI”). By participating and/or providing your feedback or testimonial, you are consenting to NightWare’s collection, use and possible disclosure of your PII and/or your PHI. **For more information on how NightWare complies with applicable law, please see NightWare’s Privacy Policy and Notice of Privacy Practices (“Privacy Notices”).** As provided in the Privacy Notices, you do not have to agree to provide NightWare feedback or testimonials which will be used to create Materials about you. Your decision to decline participation in this project will not cause you to lose any rights or result in a loss of your access to the NightWare products or services you currently benefit from.

By Signing this Authorization and Release, you give NightWare and/or its affiliates and those acting on its behalf, permission to use, disclose, and share your Materials, including your PII and/or PHI, in any media and in all forms without limitation, and acknowledge and agree that NightWare shall not be under any obligation to you with respect to the Materials. Your signed Authorization and Release may be withdrawn at any time and NightWare will use reasonable efforts to cease using your Materials, however NightWare may have difficulty withdrawing Materials it acquired and incorporated in reliance on this Authorization and Release. You acknowledge that once Materials containing your PHI are used or disclosed by NightWare as described herein, federal privacy laws may no longer protect your PHI, which may be subject to re-disclosure.

Now, therefore:

I, _____, hereby provide this Authorization and Release to NightWare, Inc. and its legal representatives, successors, and assigns, granting the absolute right and permission to distribute, transmit, publish, copy, copyright and use in all forms and media and manners for communications, advertising, marketing, promotion, distribution, or any other lawful purpose whatsoever, any computer images and/or graphics, photographic portraits, video and/or pictures depicting me or in which I may be depicted, in whole or in part, or composites or other images, of any manner, shape, or form, including but not limited to distortions, whether produced by standard photographic or video techniques or by computer or motion capture technology, without restrictions as to changes or alterations or in conjunction with my own or a fictitious or no name (collectively the “**Images**”).

1. I acknowledge and agree that any Images or testimonial statements contained in the Materials created about me may identify me as a user of NightWare products and services and will

likely include my PII and/or PHI. I hereby Authorize NightWare to use and disclose my PII and PHI for these purposes, including marketing of NightWare products. I also acknowledge and agree that Materials containing PHI used or disclosed by NightWare as described herein, may no longer be protected by federal privacy laws, and may be subject to re-disclosure.

2. I acknowledge and agree I will not be compensated for the use of my likeness, and I will not have rights to inspect or approve the Images, the Materials, or other copy that may be used by NightWare in connection with the Images or Materials.
3. I hereby release and agree to hold harmless NightWare and its legal representatives, assigns, and those acting under its permission or authority, from all claims, demands, liabilities, damages, costs and expenses I may have now or hereafter against NightWare in connection with NightWare's exercise of the rights granted herein, including claims for compensation, defamation or invasion of privacy, or other infringements or violations of personal property rights whatsoever.
4. I affirm and warrant by my signature below that all poses, statements, and situations enacted in the Images and Materials covered in this Authorization and Release were entered into by me without any force, coercion or threat, and were provided freely by me with my full knowledge and consent. I furthermore agree to hold NightWare and its agents, employee, successors and assigns blameless and free of all accusation of such force or coercion.
5. I affirm and agree that all Images and Materials are the sole property of NightWare, and that NightWare owns all rights, copyrights and all other intellectual property rights in and to the Images and Materials. To effect this, I hereby assign to NightWare ownership rights and interests of all kinds in and to the Images and Materials.
6. I understand I may revoke this Authorization and Release at any time by contacting NightWare at support@nightware.com. Upon receiving my revocation of the Authorization and Release, NightWare will make reasonable efforts to cease any use of my Images or Materials.
7. In my own behalf, I hereby warrant and represent that I am of full age and can legally enter into this agreement, that I have read the above Authorization and Release prior to its execution, and that I am fully familiar with, and understand its contents. I understand that I am entitled to receive a copy of this signed Authorization and Release.

Individual's Signature

Date

Individual's Name (Please Print)