

MMI STANDARD TERMS AND CONDITIONS

These MMI Standard Terms and Conditions (these “**Terms and Conditions**”) form a part of the Modernizing Medicine, Inc. Order Form (the “**Order Form**” and together with these Terms and Conditions, this “**Agreement**”) between Modernizing Medicine, Inc., a Delaware corporation with offices located at 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431 (“**MMI**”, “**Modernizing Medicine**” or the “**Company**”), and the customer set forth on the Order Form (“**Client**”). MMI and Client may be referred to herein each individually as a “**Party**” and together as the “**Parties**”. These Terms and Conditions were last updated on April 1, 2021.

1. **Definitions.** As used in this Agreement:
 - 1.1 “**ACH**” has the meaning set forth in Section 3.5.
 - 1.2 “**Additional Services**” has the meaning set forth in Section 2.4.
 - 1.3 “**Advisory Services**” means MIPS Advisory Services and Billing Advisory Services.
 - 1.4 “**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person now or in the future for so long as such control exists. For purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through ownership of voting securities or by contract or otherwise, and the terms “controlling” and “controlled by” have correlative meanings to the foregoing.
 - 1.5 “**Affiliated Entity**” means any entity that is an Affiliate of Client.
 - 1.6 “**Agreement**” has the meaning set forth in the first paragraph of these Terms and Conditions.
 - 1.7 “**Ancillary Provider**” means any medically trained and appropriately licensed clinical provider, other than a Physician or Physician Extender, who may enter patient information into the Products but may not write prescriptions therein, including, without limitation, physical therapists, occupational therapists, dermatopathologists, aestheticians, audiologists, certified registered nurse anesthetists (CRNAs), physical trainers, registered nurses and speech pathologists.
 - 1.8 “**Annual Price Change**” has the meaning set forth in Section 3.6.1.
 - 1.9 “**API TOU**” means the API Terms of Use set forth at modmed.com/api-terms-of-use/.
 - 1.10 “**Applicable Patient Records**” has the meaning set forth in Section 14.5.
 - 1.11 “**Applicable Patients**” has the meaning set forth in Section 14.5.
 - 1.12 “**Authorized EPCS Physician**” means, if the Products specified on the Order Form include the EPCS Module, then any Physician of Client that is an Authorized User of EMA and that has been identified by Client, through the appropriate portal provided on MMI’s website or through such other means as permitted by MMI, as an Authorized User of the EPCS Module.
 - 1.13 “**Authorized Rooms**” means the number of Rooms specified in the Order Form as being authorized for use in conjunction with Room Specific Products.

- 1.14 “**Authorized User**” means Client’s employees, representatives, consultants, contractors or agents who are authorized in accordance with the terms of this Agreement to use the applicable Products.
- 1.15 “**Authorized User Content**” has the meaning set forth in Section 8.1.
- 1.16 “**Billing Advisory Services**” has the meaning set forth in Section 2.13.2.
- 1.17 “**Billing Practice Lead**” has the meaning set forth in the Order Form.
- 1.18 “**BPA**” has the meaning set forth in Section 2.15.5.
- 1.19 “**Business Associate Addendum**” has the meaning set forth in Section 10.
- 1.20 “**CCPA**” has the meaning set forth in Section 11.6.
- 1.21 “**Change Order Request**” has the meaning set forth in Section 6.3.
- 1.22 “**Clearinghouse Fee Increase Notice**” has the meaning set forth in Section 3.6.3.
- 1.23 “**Client**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.24 “**Client Content**” has the meaning set forth in Section 7.1.
- 1.25 “**Client Data**” means any electronic data, information or material that MMI receives from or on behalf of Client, Client’s Patients and/or Client’s Authorized Users (or at any of their direction) through the Products or otherwise in connection with this Agreement or the other Transaction Documents, including, without limitation, (i) any electronic data, information or material entered into the Products by Client and its Authorized Users (or at any of their direction), (ii) any electronic data, information or material imported into the Products relating to Client or any of its Patients, (iii) Patient Data, (iv) Telehealth Data and (v) any electronic data, information or material provided or submitted by a third party through the Products relating to the Client or any of its Patients.
- 1.26 “**Client Materials**” has the meaning set forth in Section 6.4.
- 1.27 “**Client PM**” has the meaning set forth in Section 2.12.
- 1.28 “**Clinical Data Registry**” has the meaning set forth in Section 2.8.
- 1.29 “**Clinical Data Registry Information**” has the meaning set forth in Section 2.8.
- 1.30 “**Clinical Data Registry Participant**” has the meaning set forth in Section 2.8.
- 1.31 “**Clinical Data Registry Services**” has the meaning set forth in Section 2.8.
- 1.32 “**CMS**” has the meaning set forth in Section 2.7.
- 1.33 “**Company**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.34 “**Contract Date**” means such date specified on the Order Form as being the Contract Date.
- 1.35 “**Contract End Date**” means such date specified on the Order Form as being the Contract End Date.

- 1.36 “**Conversion Notice**” has the meaning set forth in Section 2.9.
- 1.37 “**DEA**” has the meaning set forth in Section 2.14.3.
- 1.38 “**Demographic Files**” has the meaning set forth in Section 2.15.4.
- 1.39 “**Demographic Files Extract Fee**” has the meaning set forth in Section 2.15.4.
- 1.40 “**Device Software**” means any applications or other software supplied by MMI to Client for local installation on Client’s or its Authorized Users’ mobile devices. If the Subscription Services include EMA then without limiting the foregoing, “Device Software” includes (i) the EMA application made available by Modernizing Medicine through the Apple “App Store” but only with respect to the portions of EMA related to the EMA specialty specified in the Order Form and (ii) modmed Pocket Practice™ but only with respect to the portions related to the EMA specialty specified in the Order Form.
- 1.41 “**Electronic Health Information**” or “**EHI**” means electronic protected health information as defined under HIPAA to the extent that it would be included in a designated record set as defined under HIPAA, regardless of whether the group of records are used or maintained by or for a Covered Entity (as defined under HIPAA), but excluding: (i) psychotherapy notes (as defined under HIPAA); and (ii) information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding, except that until October 6, 2022 (or any later date established by ONC), EHI is limited to the electronic health information identified by the data elements represented in the USCDI standard adopted at 45 C.F.R. § 170.213.
- 1.42 “**Electronic Payment Authorization Form**” has the meaning set forth in Section 3.5.
- 1.43 “**EMA**” means MMI’s proprietary web-based electronic health record software marketed under the EMA name but only with respect to the specialties specified in the Order Form.
- 1.44 “**EPCS Module**” means the software module offered by MMI for use with EMA that enables physicians to electronically prescribe controlled substances through EMA and which is designated by MMI as the EPCS Module.
- 1.45 “**Excess Fax Fee**” has the meaning set forth in Section 3.2.
- 1.46 “**Excess Order Fee**” has the meaning set forth in Section 3.15.
- 1.47 “**Fax Fee**” has the meaning set forth in Section 3.2.
- 1.48 “**Fax Use Fee**” has the meaning set forth in Section 3.2.
- 1.49 “**Feedback**” has the meaning set forth in Section 11.5.
- 1.50 “**Fees**” has the meaning set forth in Section 3.1.
- 1.51 “**Fellow**” means an individual, who does not “moonlight as a primary biller,” participating at the Client in a fellowship program, in a specialty related to the EMA software that such individual is authorized to use, that has been accredited by the Accreditation Council for Graduate Medical Education and for whom Modernizing Medicine has received written documentation, satisfactory to Modernizing Medicine in Modernizing Medicine’s sole discretion, evidencing same.
- 1.52 “**Force Majeure Event**” has the meaning set forth in Section 15.5.

- 1.53 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations, as each may be amended from time to time.
- 1.54 “**Hosted Software**” means MMI’s proprietary web-based software listed in the Order Form.
- 1.55 “**Joined Parties**” has the meaning set forth in Section 2.19.
- 1.56 “**Image Management**” means the software module offered by MMI for use with EMA that is designed to provide Client with access to and management of diagnostic images received from interfaced diagnostic imaging devices and which is designated by MMI as Image Management.
- 1.57 “**Implementation Fee**” means the total one-time (not recurring) Fees specified in the Order Form.
- 1.58 “**Infringement Claim**” has the meaning set forth in Section 13.4.11.
- 1.59 “**Initial Term**” has the meaning set forth in Section 14.2.
- 1.60 “**Interface**” has the meaning set forth in Section 2.12.
- 1.61 “**Interface Notice**” has the meaning set forth in Section 2.12.
- 1.62 “**KPIs**” has the meaning set forth in Section 2.13.2.
- 1.63 “**License**” has the meaning set forth in Section 2.2.
- 1.64 “**Medical Records**” has the meaning set forth in Section 14.5.
- 1.65 “**MIPS**” has the meaning set forth in Section 2.7.
- 1.66 “**MIPS Advisory Services Practice Lead**” has the meaning set forth in the Order Form.
- 1.67 “**MIPS Advisory Services**” has the meaning set forth in Section 2.13.1.
- 1.68 “**MIPS Planning Session**” has the meaning set forth in Section 2.13.1.
- 1.69 “**MIPS Submission Consultation**” has the meaning set forth in Section 2.13.1.
- 1.70 “**MMI**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.71 “**MMI IP**” has the meaning set forth in Section 7.2.
- 1.72 “**MMI IP Rights**” has the meaning set forth in Section 7.2.
- 1.73 “**MMIM**” means MMI’s proprietary web-based inventory management software marketed by Modernizing Medicine under the name MMIM or Modernizing Medicine Inventory Management.
- 1.74 “**MMI Materials**” has the meaning set forth in Section 6.7.
- 1.75 “**MMI Site**” means www.modmed.com and any related sites operated by or on behalf of MMI or its Affiliates.

- 1.76 “**Modernizing Medicine**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.77 “**Monthly Fax Page Limit**” means the monthly fax page limit specified on the Order Form.
- 1.78 “**Monthly Order Fee**” has the meaning set forth in Section 3.15.
- 1.79 “**Monthly Order Limit**” has the meaning set forth in Section 3.15.
- 1.80 “**Monthly Period**” means each one (1) month period during each calendar year. The first Monthly Period shall commence on the Product Delivery Date for the applicable Product and end at the end of the calendar month in which such Product Delivery Date occurs and subsequent Monthly Periods shall commence on the first day of the applicable calendar month and end on the last day of such calendar month.
- 1.81 “**Named Authorized User**” means a Person identified by name as being an Authorized User of the applicable Product in the Order Form (or addendum thereto) or through such other means as permitted by MMI in its sole discretion.
- 1.82 “**Named Standard MIPS Providers**” has the meaning set forth in the Order Form.
- 1.83 “**Non-MMI Content**” has the meaning set forth in Section 8.4.
- 1.84 “**Notice Period**” has the meaning set forth in Section 3.6.2.
- 1.85 “**ONC**” means the U.S. Department of Health and Human Services, Office of the National Coordinator for Health IT.
- 1.86 “**Order**” means an order or requisition of pathology tests through the Pathology Module.
- 1.87 “**Order Fee**” has the meaning set forth in Section 3.15.
- 1.88 “**Order Form**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.89 “**Overdue Payment**” has the meaning set forth in Section 3.3.
- 1.90 “**Party**” or “**Parties**” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.91 “**Pathology Module**” means Modernizing Medicine’s proprietary web-based software marketed under the name Pathology that is made available by Modernizing Medicine to Client through EMA.
- 1.92 “**Patient(s)**” means any individual who was a previous or is a prospective or current patient of Client.
- 1.93 “**Patient Data**” means any electronic data, information or material about a Patient entered into the Products.
- 1.94 “**Patient Marketing Materials**” means sample marketing materials for Client to use to promote certain Patient-facing Products which MMI may choose to provide from time to time.

1.95 “Patient Reminders” means Modernizing Medicine’s Patient appointment reminder service marketed under the name Patient Reminders that is made available by Modernizing Medicine to Client through Practice Management.

1.96 “Patient Surveys” means Modernizing Medicine’s Patient satisfaction survey service marketed under the name Patient Surveys that is made available by Modernizing Medicine to Client through Practice Management.

1.97 “PC” means the professional component of pathology services.

1.98 “Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization.

1.99 “Physician” means an individual duly licensed by the appropriate state authorities to practice medicine or surgery (including, without limitation, an MD, DO, ophthalmologist or optometrist).

1.100 “Physician Extender” means any medically trained and appropriately licensed professional, other than a Physician, who is permitted to enter patient information into and write prescriptions within the Products, including, without limitation, nurse practitioners and physician assistants.

1.101 “PM” or “Practice Management” means MMI’s proprietary web-based practice management software marketed under the name Practice Management.

1.102 “PM Bridge” has the meaning set forth in Section 2.12.

1.103 “PocketPatient App” means either or both of MMI’s telehealth applications for mobile devices (for Apple iOS and Google Android) designed for use by Patients. As of the Contract Date the PocketPatient App includes functionality enabling PocketPatient Users to request and receive telehealth consultations from Authorized Users of the Telehealth Module.

1.104 “PocketPatient Terms” has the meaning set forth in Section 2.18.4.

1.105 “PocketPatient User” means a Patient who is a registered user of the PocketPatient App and, in the case of a minor who is a Patient, both (i) the parent or legal guardian who provides consent to the use of the PocketPatient App by such minor or uses the PocketPatient App on behalf of such minor, and (ii) the minor for whom consent is provided or on whose behalf the PocketPatient App is utilized.

1.106 “Population Health Data” has the meaning set forth in Section 2.8.

1.107 “Privacy Laws” means laws, regulations and the like enacted, promulgated, or imposed by a governmental authority at any level regarding the access, collection, storage, use, disposition or other processing of personally identifiable information, including without limitation PHI. Without limiting the foregoing, Privacy Laws include the relevant provisions of HIPAA and the California Consumer Privacy Act (CCPA) where applicable.

1.108 “Product Delivery Date” means, unless otherwise specified in the Order Form, (i) with respect to Subscription Services, such date as Client’s first employee, representative, consultant, contractor or agent shall have initially been provided by MMI with a login to access a training or production environment for the applicable Subscription Service, (ii) with respect to Device Software that is intended for use in conjunction with Subscription Services, such date as Client’s first employee, representative, consultant, contractor or agent shall have initially been provided by MMI with a login to access a training or production

environment for the applicable Subscription Services that relate to such Device Software, (iii) if the Product is a service other than a Subscription Service, such date as MMI first attempts to provide such service to Client, (iv) if the Product is the Pathology Module, then such date as the first Order is placed through the Pathology Module by any Authorized User, or (v) if the Product does not meet the criteria specified in (i), (ii), (iii) or (iv) above, such date as Client's first employee, representative, consultant, contractor or agent shall have initially been provided by MMI with the Product. Notwithstanding the foregoing, unless a Product Delivery Date is specified in the Order Form for the applicable Subscription Service or Device Software that is intended for use with such Subscription Service, to the extent that the login for such Subscription Service shall not have been provided by MMI within forty-five (45) days after the earlier of (i) the Contract Date or (ii) if Client originally contracted for the applicable Subscription Service pursuant to an agreement that was superseded by this Agreement, then the date of such superseded agreement (the "**Cut-Off Date**"), and such failure to provide such login is not primarily due to a failure by MMI to perform its obligations under this Agreement (as determined by MMI in its sole discretion), then the Cut-Off Date shall be deemed the Product Delivery Date for such Subscription Service and Device Software. Notwithstanding the foregoing, Client agrees that MMI may elect upon written notice to Client to delay any Product Delivery Date to an alternative date specified by MMI in such notice.

1.109 "Product Term" has the meaning set forth in Section 14.1.

1.110 "Product Term End Date" means such date specified on the Order Form as being the Product Term End Date for the applicable Product.

1.111 "Products" means the Subscription Services listed on the Order Form and any Device Software provided by MMI for use in conjunction with such Subscription Services and any other software or services listed on the Order Form.

1.112 "Provider" means a Physician Authorized User (including, without limitation, a Resident Authorized User or a Fellow Authorized User), Physician Extender Authorized User and/or an Ancillary Provider Authorized User.

1.113 "Quality Measure Functionality" means the functionality in EMA developed for MIPS quality measure data reporting purposes or that otherwise collects data relating to MIPS.

1.114 "Quality Measure Registry" means a registry that is either owned and operated by MMI or its Affiliate or is a third-party registry approved by MMI to receive information from the Quality Measure Functionality.

1.115 "Quality Measure Reporting Information" has the meaning set forth in Section 2.7.

1.116 "Quality Measure Reporting Service" has the meaning set forth in Section 2.7.

1.117 "Quality Measure Reporting Service Authorized User" means any Provider of Client that is an Authorized User of EMA and that has been identified by Client, through the appropriate portal provided on MMI's website or through such other means as permitted by MMI at the relevant time, as an Authorized User of the Quality Measure Reporting Service.

1.118 "Renewal Term" has the meaning set forth in Section 14.2.

1.119 "Representative" means MMI's Affiliates and MMI's and its Affiliates' respective employees, directors, officers, advisors, agents, vendors, any Person that provides any products or services that relate to the Products or any other products or services offered by MMI or any of its Affiliates (including, without

limitation, laboratories and other diagnostic, clinical and pathology testing providers), service providers, consultants and contractors.

1.120 “Resident” means an individual conducting his or her residency, in a specialty related to the EMA software that such individual is authorized to use, at the Client through a residency program accredited by the Accreditation Council for Graduate Medical Education and for whom MMI has received written documentation, satisfactory to MMI in MMI’s sole discretion, evidencing same.

1.121 “Room” means each room of Client used to perform medical procedures.

1.122 “Room Specific Products” means Products for which a per Room Fee is specified in the Order Form.

1.123 “Selected Devices” has the meaning set forth in Section 2.16.1.

1.124 “Selected Device Notice” has the meaning set forth in Section 2.16.2.

1.125 “SOW Expenses” has the meaning set forth in Section 6.5.

1.126 “SOW Fees” has the meaning set forth in Section 6.5.

1.127 “SOW Invoice” has the meaning set forth in Section 6.6.

1.128 “SOW Services” has the meaning set forth in Section 6.2.

1.129 “SPT Authorization” has the meaning set forth in Section 2.10.1.

1.130 “SPT Authorized Users” means, if the Products specified on the Order Form include the SPT Module, then any Provider of Client who is an Authorized User of EMA and that has been identified by Client, through the appropriate portal provided on MMI’s website or through such other means as permitted by MMI, as an Authorized User of the SPT Module.

1.131 “SPT Effective Date” has the meaning set forth in Section 2.10.1.

1.132 “SPT Module” or **“Speech to Text Module”** means the software module offered by MMI under the name Speech to Text for use with MMI’s EMA software products that permits users of such products to dictate information into such products and returns to such users the dictated information in a text format through the use of certain 360 I SpeechAnywhere software (the **“Dictation Software”**) and services (the **“Dictation Services”**) licensed to MMI by Nuance Communications Inc. (**“Nuance”**).

1.133 “Staff” means any individual, other than a Physician (including, without limitation, a Resident or a Fellow), Physician Extender or Ancillary Provider, who may access the Product, including, without limitation, medical assistants, aestheticians, front office staff and practice administrators.

1.134 “Statement of Work” has the meaning set forth in Section 6.1.

1.135 “Subscription Service Authorization” has the meaning set forth in Section 2.1.

1.136 “Subscription Services” means web-based access to the Hosted Software.

1.137 “Taxes” has the meaning set forth in Section 3.9.

- 1.138 “TC” means the technical component of pathology services.
- 1.139 “Telehealth” means the PocketPatient App and the Telehealth Module collectively, including all associated products and services.
- 1.140 “Telehealth Data” means all images, electronic data, information, material or other content that a PocketPatient User or an Authorized User of the Telehealth Module enters or uploads into the PocketPatient App or the Telehealth Module, respectively, or that is otherwise created or collected in connection with, a telehealth consultation.
- 1.141 “Telehealth Module” means MMI telemedicine module comprising part of EMA that is designed to enable EMA to exchange Telehealth Data with the PocketPatient App.
- 1.142 “Term” has the meaning set forth in Section 14.2.
- 1.143 “Terms and Conditions” has the meaning set forth in the first paragraph of these Terms and Conditions.
- 1.144 “Territory” means the United States of America.
- 1.145 “Third Party PM System” has the meaning set forth in Section 2.15.2.
- 1.146 “Third Party Registries” has the meaning set forth in Section 2.7.
- 1.147 “Token” has the meaning set forth in Section 2.14.2.
- 1.148 “TOS” has the meaning set forth in Section 4.2.
- 1.149 “Transaction Documents” means this Agreement (including the Order Form, these Terms and Conditions and Business Associate Addendum), the exhibits hereto, any addendums to this Agreement entered into in accordance with these Terms and Conditions, any Statement of Work, the TOS and the Electronic Payment Authorization Form.
- 1.150 “URL” means Uniform Resource Locator, internet address.
- 1.151 “Written Documentation” means the written documentation provided to Client in paper or electronic format describing procedures, guidelines, plans, and requirements for the implementation, training, standard configuration and use of the Products. This includes, but is not limited to, user guides, system administrator guides, training curricula, and implementation packages.

2. Products.

2.1 Subscription Services. If the Products specified on the Order Form include Subscription Services, then commencing on the Product Delivery Date for the applicable Subscription Service and for the Product Term specified on the Order Form for such Subscription Service, MMI will use commercially reasonable efforts to provide the Subscription Services to Client through the MMI Sites in the Territory (the “Subscription Service Authorization”).

2.2 Device Software. If MMI provides Client with Device Software for use in conjunction with the Subscription Services specified on the Order Form, then commencing on the Product Delivery Date for the applicable Device Software, MMI hereby grants to Client a non-exclusive, nontransferable and limited (as provided in this Agreement) license, without the right to sublicense, to download, install, and use the Device

Software on Client's and its Authorized Users' mobile devices, as applicable, in the Territory, only for the Product Term for the Subscription Services with which such Device Software was provided by MMI to be used in conjunction with (as determined by MMI), and only for Client's internal business purposes (the "License"). Client acknowledges and agrees that the Device Software may include functionality for products not purchased by Client, and that such functionality will not be activated for Client or may be available to Client subject to Client's agreement to additional terms and conditions.

2.3 Authorized Users and Authorized Rooms.

2.3.1 Identification. Client's employees, representatives, consultants, contractors, or agents become Authorized Users of the Subscription Services and, if applicable, the Device Software by logging into the MMI Site indicated by MMI and using the login information provided by MMI or, with the consent of MMI, by the Client's administrator. Without limiting any terms of this Agreement, after the issuance of logins to the number of Authorized Users specified as being authorized to use the Subscription Services on the Order Form, MMI may make the issuance of any additional logins subject to such conditions as MMI may determine. Notwithstanding the foregoing, MMI may require Client's employees, representatives, consultants, contractors and agents to take such different or additional actions to become Authorized Users of one or more Products as MMI deems appropriate, including, without limitation, specifying the Named Authorized Users in the Order Form or through the appropriate portal provided on MMI's website or through such other means as permitted by MMI in its sole discretion.

2.3.2 Number and Type of Authorized Users. Client shall not permit any Person to use a Product if such Person is not an Authorized User of such Product. If the Order Form specifies a number of Authorized Users of a Product then Client acknowledges and agrees that the aggregate number of Authorized Users of Client that use such Product during such Product's Product Term shall not exceed the number of the type of Authorized User specified in such Order Form. If the Order Form does not specify a number or type of Authorized Users then MMI may determine the number and type of Authorized Users in its discretion. The number of Authorized Users authorized to use a Product may be increased through such methods as are approved by MMI in its discretion, including through the execution of an Add-On Addendum. Client acknowledges and agrees that MMI may make any increase in the number of Authorized Users contingent upon Client's agreement to pay such additional fees as deemed appropriate by MMI, including, without limitation, additional monthly usage fees, activation fees and training fees. Except as otherwise specified herein or in the Order Form, the number of Authorized Users of any Product cannot be decreased during the relevant Product Term without the written consent of MMI. Client shall cause each of its Authorized Users to comply with the terms of the Transaction Documents.

2.3.3 Named Authorized Users. If this Agreement, the Order Form or a Statement of Work specifies that any Product has Named Authorized Users, then Client shall not permit any Person to use such Product if such Person is not a Named Authorized User of such Product. The identities of Named Authorized Users may only be changed through such methods as are approved by MMI in its discretion. Client acknowledges and agrees that MMI may make any change in the identities of Named Authorized Users contingent upon Client's agreement to pay such additional fees as deemed appropriate by MMI. Client shall cause each of its Named Authorized Users to comply with the terms of the Transaction Documents.

2.3.4 Number of Authorized Rooms. Client acknowledges and agrees that the number of Authorized Rooms of Client in which Room Specific Products are used by Client shall not exceed the number specified in the Order Form. The number of Authorized Rooms in which Room Specific Products are used may be increased through such methods as are approved by MMI in its discretion,

including through the execution of an Add-On Addendum. Client acknowledges and agrees that MMI may make any increase in the number of Authorized Rooms contingent upon Client's agreement to pay such additional fees as deemed appropriate by MMI, including, without limitation, additional monthly usage fees, activation fees and training fees. Except as otherwise specified herein or in the Order Form, the number of Authorized Rooms of any Product cannot be decreased during the relevant Product Term without the written consent of MMI.

2.4 Additional Services. MMI may require Client to agree to modified or additional terms in order to access certain additional services, software or technology, including, without limitation, through a "click-to-agree" addendum or other means acceptable to MMI ("**Additional Services**").

2.5 Support. Client agrees to MMI's service level agreement attached hereto as **Exhibit B**.

2.6 *It is understood that the Products are designed solely as a reference for practicing healthcare professionals, and that as such, they may integrate clinical and financial information with other information of multiple origins. MMI is not responsible for the accuracy of any information obtained from the Products or for any damages resulting from Client's use or misuse of such information. MMI shall not be deemed to be engaged, either directly or indirectly, in the practice of medicine or the dispensing of medical services or advice. It is incumbent upon Client to verify the proper use and interpretation of information obtained from the use of the Products. Accordingly, Client acknowledges and agrees that (i) MMI is not a health care provider, (ii) the Products provide only sample forms and templates, (iii) the treatments, procedures, information, medications, products and other matters referenced by the Products are not intended as a recommendation or endorsement of any course of treatment, procedure, information, product or medication and (iv) any and all responsibility for diagnosing, treating and/or providing any other medical care to any Patient, as well as drafting or completing all written materials related to such Patient and for ensuring compliance with any applicable federal, state, American Medical Association, state medical association, or local laws, rules and regulations, and professional ethical guidelines which may apply to Client, Authorized Users, such materials and/or the practice of medicine, rests exclusively with Client and the physicians and the other professionals treating such Patient.*

2.7 Quality Measure Reporting Services. The Products may contain functionality to collect and transmit certain data for certain components of the Merit-based Incentive Payment System ("**MIPS**"), or for other clinical data reporting programs of the Centers for Medicare & Medicaid Services ("**CMS**") or other government agencies or programs (as described further below, collectively the "**Quality Measure Reporting Service**"), either through MMI, an Affiliate of MMI or through other third parties ("**Third Party Registries**"), to CMS or other government agencies. Client, on behalf of itself and each of its Authorized Users, hereby authorizes MMI and its Affiliates: (i) to provide any measures, information, data or material entered into the Quality Measure Functionality or generated by the Quality Measure Functionality, including MIPS measure calculations (collectively, "**Quality Measure Reporting Information**"), to Quality Measure Reporting Registries, CMS or other government agencies; (ii) notwithstanding any terms of the Transaction Documents to the contrary, to use and disclose on a perpetual basis the Quality Measure Reporting Information for any purpose and in any manner not prohibited by law; (iii) to review or audit Patient Data as necessary to fulfill MMI's data validation and auditing obligations relating to the Quality Measure Reporting Service (including obligations relating to MIPS or other applicable clinical data reporting programs), or to review the accuracy or integrity of Quality Measure Reporting Information; (iv) to provide the results of such data validation, audits or reviews to CMS and/or other government agencies as necessary to carry out MMI's legal obligations as a Quality Measure Reporting Service or otherwise; and (v) to enroll each Quality Measure Reporting Service Authorized User in the reporting services offered by any Third Party Registry (including, without limitation, Healthmonix (formerly NetHealth LLC)). Client acknowledges and agrees that: (i) Client or its Quality Measure Reporting Service

Authorized Users must authorize MMI in writing to submit results and data to CMS on behalf of each Quality Measure Reporting Service Authorized User; (ii) to the extent that a Quality Measure Reporting Service Authorized User is not covered by the Business Associate Addendum between Client and MMI, such Quality Measure Reporting Service Authorized User must enter into a separate Business Associate Agreement with MMI; (iii) Client or its Quality Measure Reporting Service Authorized Users must release e-mail addresses to MMI in order for MMI to properly distribute feedback reports; (iv) Client or its Quality Measure Reporting Service Authorized Users must attest that all data and results reported to CMS by MMI are accurate and complete; (v) for MIPS reporting, Client must report quality measure results and data on both Medicare and non-Medicare beneficiaries; (vi) MMI may deactivate the ability to transmit Quality Measure Reporting Information to any third party from time to time in MMI's sole discretion; (vii) the Quality Measure Functionality and the Quality Measure Reporting Services may not be available for use by Client or its Quality Measure Reporting Service Authorized Users from time to time in the sole discretion of MMI; (viii) Client is responsible for ensuring the accuracy and completeness of Patient Data used to calculate any quality measures, including, without limitation, making any amendments to correct inaccurate or incomplete Patient Data reasonably prior to any deadlines for submitting Quality Measure Reporting Information; and (ix) MMI has no obligation to submit Quality Measure Reporting Information that is based upon any inaccurate or incomplete Patient Data. Without limiting the foregoing, Client further acknowledges and agrees that none of its Quality Measure Reporting Service Authorized Users shall use the Quality Measure Functionality in the Products or the Quality Measure Reporting Services if Client is not then current in all payments owed to MMI under this Agreement. Client and each Quality Measure Reporting Service Authorized User shall follow all guidelines, protocols and procedures specified by MMI with respect to the use of the Quality Measure Functionality and the Quality Measure Reporting Services. Client agrees that only its Quality Measure Reporting Service Authorized Users shall use the Quality Measure Functionality or Quality Measure Reporting Services and Client acknowledges that such use shall be contingent upon Client paying any applicable fees specified in this Agreement. Client may not decrease the number of Quality Measure Reporting Service Authorized Users except as otherwise permitted by MMI.

2.8 Modernizing Medicine Clinical Data Registries. MMI and its Affiliates own and operate certain clinical data registries (each, a "**Clinical Data Registry**"), which are intended to be (i) "specialized registries" as defined by the Specialized Registry Reporting Measure of the 2017 Medicare Advancing Care Information Transition Objectives; and (ii) "clinical data registries" under the Medicare Clinical Data Registry Reporting Measure of the Advancing Care Information Objectives. MMI and its Affiliates have developed optional EMA functionality to collect and transmit certain data to such Clinical Data Registries (as described further below, collectively the "**Clinical Data Registry Service**"). Subject to the terms and conditions of this Agreement, MMI agrees to permit Authorized Users of EMA to submit data to such Clinical Data Registries (each, a "**Clinical Data Registry Participant**") through EMA during the Term of this Agreement. Client acknowledges and agrees that this authorization relating to the Clinical Data Registry Service does not include participation in or the submission of data to MMI's Quality Measure Reporting Registries. Notwithstanding any terms of the Transaction Documents to the contrary, Client hereby authorizes MMI to use and disclose on a perpetual basis any measures, information, data and material submitted by a Clinical Data Registry Participant to a Clinical Data Registry (collectively, "**Clinical Data Registry Information**") for any purpose and in any manner not prohibited by law. Without limiting the foregoing, Client further authorizes MMI to provide analysis of the aggregated Clinical Data Registry Information of multiple Clinical Data Registry Participants ("**Population Health Data**") to any or all participants in any Clinical Data Registry, provided that the analysis is provided in accordance with the Data Aggregation standard of the HIPAA Privacy Rule. If a Clinical Data Registry provides any measures, information, data or material of third parties (whether or not aggregated with Clinical Data Registry Information of Client) to Client or its Clinical Data Registry Participants through a dashboard or any other means, then Client and each of its Clinical Data Registry Participants shall (i) treat all such information as MMI's Confidential Information and (ii) only use such information for Client's internal business purposes. Client acknowledges and agrees that (i) MMI may deactivate the ability to transmit

Clinical Data Registry Information to any registry from time to time in MMI's sole discretion and (ii) the Clinical Data Registry Services may not be available for use by Client or its Clinical Data Registry Participants from time to time in the sole discretion of MMI. Without limiting the foregoing, Client further acknowledges and agrees that no Clinical Data Registry Participants shall use the Clinical Data Registry Services if Client is not then current in all payments owed to MMI under this Agreement. Client and each Clinical Data Registry Participant shall follow all guidelines, protocols and procedures specified by MMI with respect to the use of the Clinical Data Registry Service and Population Health Data.

2.9 Conversions; Document Loads; Data Imports. If the Order Form or a Statement of Work contemplates a data conversion, bulk document load or data import then MMI shall use commercially reasonable efforts to perform such data conversion, bulk document load or data import. MMI and Client agree that in the event that MMI determines, in its sole discretion, that it is unable, using commercially reasonable efforts, to perform a data conversion, bulk document load or data import for Client that was previously specified on the Order Form or a Statement of Work, then (i) if MMI provides written notice of such determination to Client (the "**Conversion Notice**") then MMI shall have no further obligation to perform the data conversion, bulk document load or data import and (ii) Client's sole and exclusive remedy shall be for Client to receive a refund of the unused portion of the fee paid by Client to MMI with respect to the data conversion, bulk document load or data import as determined by MMI. To receive the refund described in this Section, Client must notify MMI of its refund request within fifteen (15) days from the date of the Conversion Notice. Client agrees that any fees charged by any other vendor that relate to, or arise out of, any data conversion, bulk document load or data import are the responsibility of Client. Client represents and warrants to MMI that Client (i) has obtained all necessary third party permissions for MMI (and its designees) to perform any data conversion, bulk document load or data import contemplated by this Section and (ii) has the right to permit MMI (and its designees) to perform such data conversion, bulk document load or data import.

2.10 Speech To Text. If the Products specified on the Order Form include MMI's SPT Module then the terms of this Section 2.10 shall apply:

2.10.1 General. Commencing on the SPT Effective Date (as defined below), MMI hereby agrees that the SPT Authorized Users may use the SPT Module in the Territory to access and use the Dictation Software and Dictation Services, solely for the Client's internal business purposes (the "**SPT Authorization**"). For the avoidance of doubt, any rights provided to Client hereunder with respect to the Dictation Software are for use of the Dictation Software, solely as incorporated within the SPT Module, for the sole and limited purpose of accessing the Dictation Services. For purposes of this Agreement, the "**SPT Effective Date**" means the date that MMI initially activates Client's SPT Module. Notwithstanding any terms of this Agreement to the contrary, unless otherwise expressly specified in the Order Form, the Product Delivery Date for the SPT Module shall be the SPT Effective Date.

2.10.2 Additional SPT Module Terms. Client agrees to the additional terms attached hereto as **Exhibit D**.

2.11 Analytics.

2.11.1 Analytics Products. Client acknowledges and agrees that MMI may offer standard, premium or other versions of its Analytics Products now or in the future. Without limiting Section 5 of these Terms and Conditions, Client further acknowledges and agrees that MMI may, in MMI's sole discretion, determine the functionality and outputs of such Products.

2.11.2 *Third Party Information.* If MMI or its Affiliates provide any measures, information, data or material of third parties (whether or not aggregated with any measures, information, data or material of Client) to Client or its Authorized Users through an Analytics Product, dashboard or any other means then Client and each of its Authorized Users shall treat all such information as MMI's Confidential Information and shall only use such information for Client's internal business purposes.

2.11.3 *Analytics Products Generally.* Client and each Named Authorized User shall follow all guidelines, protocols and procedures specified by MMI with respect to the use of any Analytics Product. Client acknowledges and agrees that Client and each of its Named Authorized Users are solely responsible for (i) the accuracy, quality, integrity, legality, reliability and appropriateness of any measures, information, data or material and (ii) verifying any information, data or materials prior to the transmission of any such information to any third party.

2.12 *Interfaces.* Client acknowledges and agrees that if the Order Form or a Statement of Work contemplates that MMI shall establish an interface between any Product and another Product or a third-party product or service (each, an "**Interface**") that the cooperation and services of third parties may be necessary in order to establish such Interface and, as such, MMI does not guarantee when, or if, any Interface will be established. Client acknowledges and agrees that the timing of the completion of any Interface will not impact the Client's obligations under the Transaction Documents. For the avoidance of doubt, to the limited extent that any provisions of this Agreement (inclusive of these Terms and Conditions) are contrary to Client's rights, including those related to fees, with respect to certified API technology under the then-current API TOU, then the then-current API TOU shall control. MMI and Client agree that in the event that MMI determines, in its sole discretion, that it is unable, using commercially reasonable efforts, to establish an Interface for Client that was previously specified on the Order Form or a Statement of Work, then MMI will provide written notice of such determination to Client (the "**Interface Notice**"), and Client's sole and exclusive remedy shall be for Client to receive a refund of the unused portion of the fee paid by Client to MMI with respect to the establishment of such Interface as determined by MMI. To receive the refund described in this Section, Client must notify MMI of its refund request within fifteen (15) days from the date of the Interface Notice. Client agrees that any fees charged by any other vendor that relate to, or arise out of, an Interface are the responsibility of Client. Client agrees that MMI may impose such limitations on the use of any Interface in conjunction with any Products as MMI may deem appropriate. Without limiting the foregoing, Client acknowledges and agrees that if the Order Form or a Statement of Work contemplates that Modernizing Medicine shall establish an Interface between Client's practice management system (other than PM) (the "**Client PM**") and a particular EMA Product (a "**PM Bridge**") then, unless otherwise set forth in the Order Form or such Statement of Work, such PM Bridge shall enable certain inbound demographic information to be received into such EMA Product from the Client PM. For the avoidance of doubt, MMI has no obligation to modify any Interface after its initial establishment or provide any new interfaces, including, without limitation, if Client changes the version of the practice management system used by the Client or adopts a new practice management system. In addition, if the Client elects to change its practice management system after the commencement of work to establish a PM Bridge then additional charges may apply. Client agrees that any fees charged by the practice management software provider, or any other vendor, that relate to, or arise out of, a PM Bridge are the responsibility of Client.

2.13 *Advisory Services.*

2.13.1 *MIPS Advisory Services.* If the Products specified on the Order Form include MIPS Advisory Services, then MMI shall use commercially reasonable efforts to provide the following services to Client with respect to the Named MIPS Providers (the "**MIPS Advisory Services**"):

- A one-time MIPS preparation and planning session for the Client (the “**MIPS Planning Session**”) conducted by phone with a Modernizing Medicine MIPS advisor. Each of the Named Standard MIPS Providers and the MIPS Advisory Services Practice Lead may participate in the MIPS Planning Session;
- Remote MIPS report monitoring service with respect to each of the Named Standard MIPS Providers;
- Up to three (3) one-hour MIPS report review sessions during the applicable calendar year with respect to the Named Standard MIPS Providers conducted by a Modernizing Medicine MIPS advisor with the MIPS Advisory Services Practice Lead. MIPS report review sessions are subject to mutual agreement as to the date and time of each such report review session. If a report review session is cancelled or rescheduled without a minimum of forty-eight hours notice, Client shall pay MMI Three Hundred Fifty Dollars (\$350.00) for each cancellation or reschedule;
- A reasonable number of responses to MIPS questions relating to the Named Standard MIPS Providers emailed to Client’s assigned Modernizing Medicine MIPS advisor by the MIPS Advisory Services Practice Lead; and
- A Modernizing Medicine MIPS advisor shall provide live support once during the applicable calendar year by phone to each Named Standard MIPS Provider (or designee of such Named Standard MIPS Provider) while such Named Standard MIPS Provider (or designee of such Named Standard MIPS Provider) electronically submits such Named Standard MIPS Provider’s MIPS data to the third party to receive such data (each, a “**MIPS Submission Consultation**”). MIPS Submission Consultations are subject to mutual agreement as to the date and time of each such MIPS Submission Consultation. If a MIPS Submission Consultation is cancelled or rescheduled without a minimum of forty-eight hours notice, Client shall pay MMI Three Hundred Fifty Dollars (\$350.00) for each cancellation or reschedule.

For the avoidance of doubt, MIPS Advisory Services do not include assistance with respect to any advanced alternative payment model or related matters.

2.13.2 Billing Advisory Services. If the Products specified on the Order Form include Billing Advisory Services, then MMI shall use commercially reasonable efforts to provide the following services to Client (the “**Billing Advisory Services**”):

- A one-time practice configuration review session conducted by phone or over the Internet with a Modernizing Medicine billing advisor and the Billing Practice Lead;
- Remote report monitoring service with respect to certain key performance indicators (“**KPIs**”), such as charges, payments, denials/rejections and accounts receivable;
- Monthly progress reports e-mailed to Billing Practice Lead regarding the Client’s KPIs;
- Six (6) one-hour KPI report review sessions per year conducted by phone or over the Internet with a Modernizing Medicine billing advisor and the Billing Practice Lead; and

- A reasonable number of responses to practice configuration and KPIs questions emailed to Client's Modernizing Medicine billing advisor by the Billing Practice Lead.

For the avoidance of doubt, Advisory Services do not include clinical, coding, diagnostic or medical advice. Any and all responsibility for diagnosing, treating or providing any other medical care to any Patient, as well as drafting or completing all written materials related to such Patient and for ensuring compliance with any applicable federal, state, American Medical Association, state medical association, or local laws, rules and regulations, and professional ethical guidelines which may apply to Client, Authorized Users, such materials and/or the practice of medicine, rests exclusively with Client and the physicians and the other professionals treating such Patient. The sole and exclusive responsibility for determining the accuracy, completeness or appropriateness of any information provided by Advisory Services resides solely with the Providers or other professionals treating the applicable Patient. MMI does not assume any responsibility for how such information is used.

2.14 EPCS Module. If the Products specified on the Order Form include the EPCS Module then the provisions of this Section 2.14 shall apply:

2.14.1 Authorized EPCS Physicians. Client agrees that no Authorized User shall use the EPCS Module unless such Authorized User is (i) an Authorized EPCS Physician, (ii) authorized by MMI to use EMA, (iii) legally permitted to prescribe through the EPCS Module and (iv) properly registered with the third party identity proofing organization specified by MMI. Client may add additional Authorized EPCS Physicians through the appropriate portal provided on MMI's website or through such other means as permitted by MMI subject to the terms and conditions of the Transaction Documents. Client may not decrease the number of Authorized EPCS Physicians except as otherwise permitted by MMI in MMI's sole discretion.

2.14.2 Registration of Authorized EPCS Physicians. Each Authorized EPCS Physician must properly register through EMA and the applicable third party security website designated by MMI. As part of the two-factor authentication setup requirement for the EPCS Module, each Authorized EPCS Physician will need to download the applicable authentication application from the third party identity proofing organization designated by MMI or take such other steps as are reasonably requested by MMI (the "Token"). The Token must be downloaded/stored on a separate device from the computer or device on which the Authorized EPCS Physician accesses EMA. Each Authorized EPCS Physician is responsible for following such protocols, conditions and guidelines for the use of the EPCS Module as MMI may notify Client of from time to time.

2.14.3 Client EPCS Responsibilities. Client and each Authorized EPCS Physician understand and agree: (a) to retain sole possession of the Token; (b) not to allow any other person to use a Token; (c) that failure to secure the Token may provide a basis for suspension or termination of Client's and its Authorized Users' use of the EPCS Module; (d) to notify MMI immediately if: (i) Client or an Authorized EPCS Physician is contacted by a pharmacy because one or more controlled substance prescriptions are displaying the incorrect United States Drug Enforcement Administration (the "DEA") number; (ii) if Client or an Authorized EPCS Physician discover that one or more controlled substance prescriptions issued using an Authorized EPCS Physician DEA number were not consistent with the prescriptions actually signed, or were not signed at all; or (iii) if an Authorized EPCS Physician's Token has been lost or stolen or any other aspect of the authentication protocol has been compromised in any way; (e) that an Authorized EPCS Physician is responsible for any controlled substance prescriptions written using his or her authentication credentials and for compliance with all other DEA requirements for controlled substances prescriptions; (f) that an Authorized EPCS Physician has the same responsibilities when issuing electronic prescriptions for controlled substances as when issuing paper or oral prescriptions; (g)

to prescribe controlled substances only for medically appropriate and legitimate purposes; (h) to review security logs on a daily basis for any security incidents; and (i) to report to the DEA any security incident and provide MMI with a copy of such report. Client agrees to keep all security incident reports on file for a period of at least six (6) years.

2.15 Practice Management. If the Products specified on the Order Form include Practice Management then the provisions of this Section 2.15 shall apply:

2.15.1 No Automated Conversion. Client acknowledges and agrees that there may not be automated functionality in PM to import or convert medical records, data or content from Client's existing systems or other means of managing such records, data or content (including relating to appointments, calendaring, finances and patient information) and there may not be automated functionality to upload or update fee schedules. MMI will not be obligated to provide any professional services to do any of the foregoing, but may choose to do so. Client acknowledges that Client may be required to use manual means to enter such records, data or content into PM and to keep any records, data or content in other systems or repositories updated thereafter. If requested by Client, Modernizing Medicine may (but will not be obligated to) agree to provide assistance at additional charge pursuant to one or more mutually agreed Statements of Work.

2.15.2 Deactivation of Bridges. If Client uses any bridges or interfaces provided by MMI between EMA and any third party practice management system ("**Third Party PM System**"), including without limitation, ADT, DFT and SIU interfaces, Client acknowledges and agrees that MMI will not be obligated to modify any such bridges/interfaces for use with PM. If Client has a demographics (ADT) interface or scheduling (SIU) interface with a Third Party PM System, MMI will deactivate such interfaces upon Client's commencement of production use of PM. If Client has a charge (DFT) interface with a Third Party PM System, such interface may remain in operation until MMI determines to deactivate it or Client requests that it be deactivated. The deactivation of any bridges/interfaces provided by MMI will be deemed to be a termination of the obligation to provide such bridges/interfaces by mutual agreement of the Parties regarding the deactivated bridges/interfaces, without penalty or any further action required of either Party.

2.15.3 Taxes on Customer Payments. Client is solely responsible for determining whether which of its charges to its customers are subject to taxation (e.g., sales tax) and, if so, the appropriate rate(s) applicable at each of its locations for the respective charges. None of PM, MMI or any third party service used with PM will be responsible in any way for tax determinations. Client acknowledges that PM may not produce reports of Client's sales and receipts. Client is advised to consult with its accountants, advisors or lawyers in these regards.

2.15.4 Demographics Data Extraction. Prior to the termination of the Product Term for PM, Client may obtain a copy of the Client's patient demographic data files contained in PM (the "**Demographic Files**") by providing Modernizing Medicine with a written request for such Demographic Files. The provisioning of such Demographic Files by Modernizing Medicine under this Section shall be contingent upon execution of a Statement of Work in a form satisfactory to MMI for such services. Modernizing Medicine shall have the right to require any third-party recipient to agree in writing to indemnify Modernizing Medicine as a condition to any transfer of the Demographic Files to such recipient.

2.15.5 BPA. A business process assessment ("**BPA**") is required of all Clients who implement PM to identify, assess and address differences in business processes between Client's prior business practices and PM's workflows. BPA and training will be subject to fees and expenses pursuant to

the Order Form or a separate Statement of Work to be mutually agreed upon and signed by the parties.

2.15.6 Third Party Products and Services. Certain third party products or services may be offered or furnished in conjunction with PM. Additional terms or conditions specific to certain products or services, if any, as of the Contract Date are specified or referenced in **Exhibit E** to these Terms and Conditions. Client will abide by (and cause all Authorized Users to abide by) all terms and conditions for third party products or services including those specified or referenced in **Exhibit E** as well as any other restrictions or guidelines of which Modernizing Medicine has notified Client. Client will be liable for any breach of such terms and conditions or unauthorized use or disclosure relating to such third party products or services (including by its Authorized Users), and Client will indemnify and hold harmless Modernizing Medicine and its officers, directors, employees and agents, from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys' fees and expenses), arising, directly or indirectly, out of or relating to any claim or allegation based on such breach, any breach of this Section or any such unauthorized use or disclosure. This indemnity shall survive the expiration or earlier termination of this Agreement. Modernizing Medicine's offering or furnishing any third party products or services does not constitute, and will not be construed to be, any recommendation, endorsement or approval of any such item by Modernizing Medicine. Client is solely responsible for assessing each such item and determining in its sole discretion whether it accepts such product or service, including its provider and any additional terms and conditions specified for such product or service. Modernizing Medicine reserves the right in its sole discretion to supplement, replace or discontinue any or all third party providers, products or services at any time, and upon notice to modify the terms and conditions applicable to any such third party products or services (including fees). Client's continued use of PM thereafter will signify its agreement.

2.16 Image Management. If the Products specified on the Order Form include the Image Management then the terms of this Section 2.16 shall apply:

2.16.1 Selected Devices. Subject to Section 2.16.2, MMI shall use commercially reasonable efforts to interface those diagnostic imaging devices identified on an Order Form or through such other means as permitted by MMI (the "**Selected Devices**") with Image Management. Client acknowledges that additional fees may apply to the extent that Client requests additional Selected Devices. Client may not decrease the number of Selected Devices except as otherwise permitted by MMI. Client agrees that any fees charged by any other vendors that relate to any Selected Devices are the responsibility of Client.

2.16.2 Compatibility of Selected Devices. Client acknowledges and agrees that MMI does not guarantee that any of the Client's Selected Devices will be able to be successfully interfaced with Image Management. MMI and Client agree that in the event that MMI determines, in its sole discretion, that it is unable, using commercially reasonable efforts, to interface Image Management with a Selected Device, then (i) if MMI provides written notice of such determination to Client (the "**Selected Device Notice**"), MMI shall have no further obligation to establish the interface with such Selected Device and (ii) Client's sole and exclusive remedy shall be for Client to receive a refund of the unused portion of the fee paid by Client to MMI with respect to the establishment of the interface with such Selected Device as determined by MMI. To receive the refund described in this Section, Client must notify MMI of its refund request within fifteen (15) days from the date of the Selected Device Notice. For the avoidance of doubt, MMI has no obligation to modify any interface to a Selected Device after its initial establishment (e.g., in the event of changes or software updates to the Selected Device).

2.16.3 Installation. Client acknowledges that Image Management may require installation by MMI. Client agrees to permit MMI to install Image Management and shall provide reasonable cooperation to MMI in connection with such installation. Client acknowledges that Client is responsible for connecting the Selected Devices to the Client's network and for the proper configuration of the Selected Devices.

2.17 Patient Reminders and Patient Surveys. If the Products specified on the Order Form include Patient Reminders and/or Patient Surveys then the terms of this Section 2.17 shall apply:

2.17.1 Automatic Termination. Notwithstanding any terms of this Agreement to the contrary, the Client's right to use Patient Reminders and Patient Surveys shall automatically terminate without any further action or notice by the Parties if Client's right to use Practice Management expires or otherwise terminates.

2.17.2 Additional Patient Reminders and Patient Surveys Terms. Client agrees to the additional terms attached hereto as **Exhibit F**.

2.18 Telehealth Module. If the Products specified on the Order Form include the Telehealth Module then the terms of this Section 2.18 shall apply:

2.18.1 Client acknowledges that its use of Telehealth may be subject to various federal, state, and or local laws and regulations, including without limitation laws and regulations applicable to the practice of medicine, the use of telehealth technology in the provision of medical care and treatment to patients, and the use and disclosure of patient information. Client further acknowledges that payment or reimbursement from patients or governmental, commercial or other third-party payors for services provided by Client using Telehealth may be limited or unavailable under applicable laws and regulations or the terms and conditions of any agreement between Client and any governmental or commercial payor, and that such laws and regulations may be changed, modified, or waived from time to time by the relevant governmental authorities. Client acknowledges and agrees that: (i) Client is solely responsible for determining whether: (1) use of Telehealth by Client, its Authorized Users and its Patients will comply with all applicable laws, regulations and professional guidelines and standards, including without limitation all applicable privacy, telemedicine and telehealth regulations and requirements pertaining to practitioner licensing, practice standards, technology standards, in-person consultations, prescribing and patient consents, and the terms and conditions of any agreement between Client and any governmental or commercial payor, and (2) it will be able to obtain payment or reimbursement for services using Telehealth; (ii) Modernizing Medicine makes no guarantees, representations or warranties of any kind that (1) use of Telehealth by Client or its Authorized Users will comply with applicable laws, regulations or professional guidelines or standards, or with the terms and conditions of any agreement between Client and any governmental or commercial payor, or (2) Client or its Authorized Users will be able to receive payment or other reimbursement for services provided using Telehealth; (iii) the PocketPatient Terms are not intended and shall not be deemed to replace or otherwise satisfy any patient consent requirements applicable to Client for the use of telehealth technology in the provision of medical care and treatment under any applicable laws, regulations or professional guidelines or standards, or under the terms and conditions of any agreement between Client and any governmental or commercial payor; and (iv) in no event shall Modernizing Medicine have any responsibility or liability of any kind for (1) any failure by Client or its Authorized Users to comply with any laws, regulations or professional standards or guidelines or with the terms and conditions of any agreement between Client and any governmental or commercial payor, whether by virtue of use of Telehealth or otherwise, or (2) any failure or other inability of Client to receive payment or other reimbursement for services provided using Telehealth.

2.18.2 Client further acknowledges and agrees that: (i) Telehealth is not intended for use in urgent or emergency situations or circumstances; (ii) Client and its Authorized Users shall only use Telehealth to provide consultations with respect to non-urgent and non-emergency medical conditions; and (iii) it shall ensure that PocketPatient Users understand and agree to the foregoing.

2.18.3 Client represents and warrants to Modernizing Medicine that: (i) Client shall, and shall ensure that Client's Authorized Users shall, only use Telehealth to consult with registered PocketPatient Users with whom Client or such Authorized Users, as applicable, has an existing physician-patient relationship; (ii) Client has made an independent determination that use of Telehealth by Client and its Authorized Users complies with all applicable laws, regulations and professional guidelines and standards, including without limitation all applicable privacy, telemedicine and telehealth regulations and requirements pertaining to practitioner licensing, practice standards, technology standards, in-person consultations, prescribing and patient consents and the terms and conditions of its agreements with governmental or commercial payors, and has neither received nor relied upon any advice or recommendation by Modernizing Medicine with respect to such compliance; (iii) Client shall, and shall cause Client's Authorized Users to, comply with all laws, regulations and professional guidelines and standards applicable to Client, Client's Authorized Users, and their use of Telehealth and the Telehealth Data, including without limitation all applicable privacy, telemedicine and telehealth regulations and requirements pertaining to practitioner licensing, practice standards, technology standards, in-person consultations, prescribing and patient consents; and (iv) to the extent required by applicable law, Client and each Authorized User is duly licensed by the appropriate professional board or agency in each state in which (1) Client or such Authorized User is located or performs services, and (2) any Patient User is located who receives services from Client or such Authorized User via the PocketPatient App. Client, and not Modernizing Medicine, is responsible for, and represents and warrants (as of the relevant time) that it has obtained the informed consent from Client to, any diagnosis or treatment, including without limitation consent to use telehealth in the course of any services provided through or using the PocketPatient App, to the extent such consent is required by any applicable law or agreement at such time.

2.18.4 Modernizing Medicine has promulgated a set of Terms of Use, Privacy Policy and Consent (collectively, the "**PocketPatient Terms**") which PocketPatient Users must agree to or consent to, as applicable, upon download and installation of the PocketPatient App or at various points in using the PocketPatient App.

2.19 Joinder. Client acknowledges and agrees that any Affiliated Entity and personnel of such Affiliated Entity may use or have access to the Products licensed or subscribed to hereunder by Client, subject to the same restrictions on use and access as apply to Client, if and only if such Affiliated Entity and each of the Parties has executed a joinder to this Agreement covering the applicable Products in a form satisfactory to MMI (each, a "**Joined Party**"). Without limiting any other rights of MMI, Client further agrees that MMI may use and disclose any information that MMI receives from Client or a Joined Party in connection with the provision of Products and services to each of Client and such Joined Party or as otherwise not prohibited by this Agreement. Client and any Joined Party shall not direct, request, permit or otherwise cause MMI to disclose any information to the other in any manner that is prohibited by law or this Agreement. Notwithstanding any terms and conditions of this Agreement to the contrary: (i) no Joined Party may exercise Client's rights under this Agreement, Joined Parties shall only have the limited rights to use or have access to the Products subscribed to under this Agreement and no Joined Party shall have any rights under this Agreement (except as contemplated by the Business Associate Addendum) following the expiration or earlier termination of this Agreement; (ii) Client shall cause each of the Joined Parties and their personnel to comply with the terms and conditions of this Agreement as if the Joined Party were the Client and the Joined Party's personnel are Authorized Users; (iii) for purposes of determining any fees payable by Client pursuant to this Agreement, the definition of "Client" under this Agreement shall be

deemed to include Client and each of the Joined Parties (provided that Client will be responsible for paying all fees applicable to Client and each of the Joined Parties), (iv) if this Agreement contemplates a limit on the number of Authorized Users or Authorized Rooms of Client in connection with the usage of any Product then such limitation shall be deemed to be an aggregate limit applicable to Client and all of the Joined Parties, (v) any breach of any obligation under this Agreement by any Joined Party or its personnel shall be deemed a breach by Client of this Agreement for which Client will be responsible to MMI; (vi) Client shall be responsible to MMI for any acts or omissions of the Joined Parties; (vii) for purposes of determining MMI's rights under this Agreement, the definition of "Client" under this Agreement shall be deemed to include Client and each of the Joined Parties, (viii) MMI makes no representations or warranties of any kind to any Joined Party and MMI disclaims all implied warranties, including any warranty of merchantability, fitness for a particular purpose and non-infringement, to the maximum extent permitted by applicable law, (ix) no Joined Party is an intended third party beneficiary of this Agreement and none shall be entitled to assert any claims against MMI; and (x) the Business Associate Addendum shall (a) as between Client and MMI, be deemed an agreement between Client and MMI and (b) as between each Joined Party and MMI, be deemed an agreement between such Joined Party and MMI where such Joined Party is deemed the Client.

2.20 Biometric Data. Client acknowledges that if any Authorized User uses the microphone recording feature in EMA to record the Authorized User's voice, MMI may collect and store the Authorized User's voiceprint, which voiceprint constitutes biometric data under certain laws governing the collection, use, storage and disclosure of biometric data. Client acknowledges and agrees that Client has been advised of, and understands that MMI and its agents and contractors may collect, use, store and disclose biometric data for the purposes described herein and Client shall advise its Authorized Users regarding the collection, use, storage and disclosure of biometric data as provided herein. MMI may utilize the voiceprint in any recordings to transcribe text for a Patient's medical record, to improve the microphone feature and for other product improvement and development purposes. The biometric data will be retained and destroyed in accordance with MMI's policies related to biometric recordings and applicable law

3. Fees.

3.1 General. In consideration for the rights granted and services offered to Client in this Agreement, Client agrees to pay MMI all fees set forth on the Order Form or otherwise specified in the Transaction Documents (the "**Fees**") in accordance with the terms of the Transaction Documents. Except as expressly otherwise provided in this Agreement, all amounts paid hereunder are non-refundable.

3.2 Fax Fees. Client shall pay Modernizing Medicine the monthly fees specified on the Order Form, if any, for each fax page sent through or received by the Products (the "**Fax Use Fee**") and any fees specified on the Order Form for each fax page sent or received by the Products in excess of any Monthly Fax Page Limit specified on the Order Form (the "**Excess Fax Fee**" and together with the Fax Use Fee, the "**Fax Fee**"). In the event that the aggregate number of fax pages sent through or received by the Products in any month is less than the Monthly Fax Page Limit set forth on the Order Form, such unused fax pages shall not carry over to the next month. Each Monthly Fax Page Limit may be increased through such methods as are approved by Modernizing Medicine in its discretion, including through the execution of an addendum to this Agreement by the Client and Modernizing Medicine, and Client acknowledges that Modernizing Medicine may make any increase in any Monthly Fax Page Limit contingent upon an increase in the applicable Fax Use Fee as deemed appropriate by Modernizing Medicine. Client may not decrease any Monthly Fax Page Limit during the Term without the prior written consent of Modernizing Medicine.

3.3 Overdue Payments. Any payment owed by Client to MMI hereunder and not paid to MMI when due (an "**Overdue Payment**") may accrue, at MMI's discretion, late charges at the rate of one and one-half

percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

3.4 Payment.

3.4.1 Unless otherwise specified in the Order Form, the Implementation Fee is payable on the execution of the Order Form by Client.

3.4.2 Monthly Fees, if any, are due in advance on the earlier of (i) the Product Delivery Date for the applicable Product and on each monthly anniversary of such Product Delivery Date thereafter (provided, that, to the extent that the applicable month does not have a day that is the same day of the month as the Product Delivery Date, then the last day of such month), (ii) such payment commencement date as is specified on the Order Form and on each monthly anniversary of such payment commencement date thereafter (provided, that, to the extent that the applicable month does not have a day that is the same day of the month as such payment commencement date, then the last day of such month), (iii) thirty (30) days after the date of the invoice for such Fees or (iv) such other date as is specified in the Order Form.

3.4.3 Unless otherwise specified in this Agreement, all other fees will be due upon issuance of the invoice for such fees.

3.5 Payment Method and Authorization. Client shall pay MMI for any amounts due under the Transaction Documents, including, without limitation, the Implementation Fee, through the Automated Clearing House (“ACH”). Within five (5) business days after the Contract Date, Client shall execute, complete and deliver to MMI the electronic payment authorization form (the “**Electronic Payment Authorization Form**”) provided to Client by MMI or otherwise use such payment portal as directed by MMI. If the account or other information specified in the Electronic Payment Authorization Form or portal changes during the Term, Client shall provide MMI with a revised Electronic Payment Authorization Form or otherwise update the portal in a timely manner so as to avoid incurring an Overdue Payment. Client hereby authorizes MMI to automatically charge Client’s account designated in the Electronic Payment Authorization Form an amount equal to the sum of any fees and/or expenses owing to MMI pursuant to an invoice twenty-one (21) days after the date of such invoice specifying such fees and/or expenses.

3.6 Changes to Fees.

3.6.1 Annual Price Change. Without limiting any provisions of the Transaction Documents, upon each Renewal Term, MMI shall have the right to increase the amount of the then current fees payable by Client for the Products by up to eight percent (8%) per year (the “**Annual Price Change**”). For the avoidance of doubt, the Annual Price Change shall not apply during the Initial Term.

3.6.2 Clearinghouse Fees. Notwithstanding anything in this Agreement to the contrary, if the Order Form includes PM, MMI may change the fees for TriZetto (as defined in **Exhibit E**) services by providing written notice of such change (a “**Clearinghouse Fee Increase Notice**”) to Client in which case such changed fees shall become effective ten (10) days after the date of such Clearinghouse Fee Increase Notice. Client may terminate the Product Term of PM by providing written notice of such termination to MMI before the date that the applicable Clearinghouse Fee Increase Notice becomes effective.

3.7 Currency. All amounts set forth in the Transaction Documents are denominated and shall be paid in U.S. dollars.

3.8 Taxes. All amounts payable by Client to MMI pursuant to the Transaction Documents (including, without limitation, pursuant to any Statement of Work) are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature (“**Taxes**”), and all payments to MMI are payable in full without reduction for Taxes. Client is responsible for payment of all Taxes, excluding taxes owed by MMI based on MMI’s net income. If MMI has the legal obligation to pay or collect Taxes for which Client is responsible pursuant to this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides MMI with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.9 Deposits. All deposits are non-refundable under any circumstances.

3.10 Residents. Client shall provide Modernizing Medicine with any evidence of a person’s status as a Resident as Modernizing Medicine may reasonably request, including, without limitation, evidence of the accreditation of the applicable residency program and a letter with respect to such Resident from such individual’s residency program director certifying that such individual is a resident and the residency year of such individual. Notwithstanding the foregoing, Client acknowledges and agrees that Modernizing Medicine may determine whether or not any individual is a Resident in its sole discretion. Client shall promptly notify Modernizing Medicine in writing when an Authorized User ceases to be a Resident. Immediately upon the expiration or termination of an Authorized User’s status as a Resident such individual shall cease to be an Authorized User unless (x) the counting of such former Resident as a Physician would not cause the number of Physician Authorized Users of Client to exceed the number of Physician Authorized Users as specified on the Order Form or (y) the total number of Physician Authorized Users is increased in accordance with Section 2.3 of these Terms and Conditions.

3.11 Fellows. Client shall provide Modernizing Medicine with any evidence of a person’s status as a Fellow as Modernizing Medicine may reasonably request, including, without limitation, evidence of the accreditation of the applicable fellowship program and a letter with respect to such Fellow from such individual’s fellowship program director certifying that such individual is a fellow and the remaining period of time in such fellowship. Notwithstanding the foregoing, Client acknowledges and agrees that Modernizing Medicine may determine whether or not any individual is a Fellow in its sole discretion. Client shall promptly notify Modernizing Medicine in writing when an Authorized User ceases to be a Fellow. Immediately upon the expiration or termination of an Authorized User’s status as a Fellow such individual shall cease to be an Authorized User unless (x) the counting of such former Fellow as a Physician would not cause the number of Physician Authorized Users of Client to exceed the number of Physician Authorized Users as specified on the Order Form or (y) the total number of Physician Authorized Users is increased in accordance with Section 2.3 of these Terms and Conditions.

3.12 Delivery. Without limiting other rights of MMI set forth in this Agreement, if MMI attempts to deliver a Product contracted for under the Order Form to Client and, unless otherwise specified in the Order Form, if the Product Delivery Date does not occur within six (6) months after the Contract Date and such failure to provide such Product is not primarily due to a failure by MMI to perform its obligations under this Agreement (as determined by MMI in its sole discretion) then MMI shall have no further obligation to provide such Product and all Fees paid or payable by Client with respect to such Product shall be deemed fully earned by MMI.

3.13 URL. Client agrees that MMI may make any change requested by Client to the URL assigned to Client contingent upon the payment of a fee by Client to MMI.

3.14 Pathology Fees. If the Products specified on the Order Form include the Pathology Module, Client shall pay MMI the monthly fees specified on the Order Form (the “**Monthly Order Fee**”) for the number of monthly Orders specified on the Order Form (the “**Monthly Order Limit**”). In addition, Client shall pay MMI the fee specified on the Order Form for each Order in excess of the Monthly Order Limit (the “**Excess**”).

Order Fee” and together with the Monthly Order Fee, the “**Order Fee**”). In the event that the aggregate number of Orders in any month is less than the Monthly Order Limit, such unused Orders shall not carry over to the next month. The Monthly Order Limit may be increased through such methods as are approved by MMI in its discretion, including through the execution of an addendum to this Agreement by the Client and MMI, and Client acknowledges that MMI may make any increase in the Monthly Order Limit contingent upon an increase in the applicable Monthly Order Fee as deemed appropriate by MMI. Client may not decrease the Monthly Order Limit during the Term without the prior written consent of MMI.

4. Hardware; Terms of Service; Client Data; Service Guidelines; Third Party Content.

4.1 Hardware. Client is solely responsible for acquiring, installing and maintaining computer hardware that is adequate to support Client’s use of the Products. Client may request from MMI a document describing MMI’s recommended hardware, software, and infrastructure to meet the requirements of the Products, provided that such recommendations may be updated from time to time as new functionality is added to the Products and in response to changes in technology. MMI will not provide maintenance for any of Client’s hardware. Client expressly acknowledges that MMI is not responsible for the safeguard, loss, or recovery of any data stored on Client’s hardware. Client is solely responsible for acquiring and maintaining such Internet connections as are necessary for Client to use the Products.

4.2 Terms of Service. The use of certain Products may be subject to the acceptance of additional terms of service by the user of such Products (including the terms of use set forth on MMI’s website, the “**TOS**”). The TOS for a particular Product subscribed to by Client pursuant to the Order Form, if any, are available for review by Client following Client’s written request. As a condition to Client’s and its Authorized Users’ use of the Products, Client shall (a) require its Authorized Users to review and accept the TOS; (b) cause each of its Authorized Users to comply with the terms of the Transaction Documents and the TOS; and (c) to the extent the consent of an Authorized User is needed to participate in whole or in part in a program, secure such consent before conveying it to MMI. Notwithstanding any term of the Transaction Documents to the contrary, Client acknowledges and agrees that, from time to time, Modernizing Medicine may (in accordance with the process specified in the TOS and without the prior written consent of Client) change, remove, add to (including without limitation by way of additional terms) or otherwise modify the TOS. Except as otherwise set forth in the Transaction Documents, in the event of a conflict between the TOS and the other Transaction Documents, the terms of the other Transaction Documents shall prevail.

4.3 Client Data. Client is responsible for all activities that occur under logins assigned to Client’s Authorized Users. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of Client Data.

4.4 Service Guidelines. Client and its Authorized Users shall use the Products and any other services provided by MMI solely in the Territory for Client’s internal business purposes only as contemplated by this Agreement and shall not use the Products or any other services provided by MMI to: (i) send spam or any other form of duplicative or unsolicited communications; (ii) violate any law, rule or regulation; (iii) transmit through or post on the Products or MMI’s website(s) unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (iv) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (v) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (vi) attempt to gain unauthorized access to the Products, Additional Services, computer systems or networks used to host or provide access to the Products; or (vii) harass or interfere with another user’s use and enjoyment of the Products or the other services provided by MMI. MMI may, without liability or notice to Client, remove or delete any material stored in the Products that MMI determines, in its sole discretion, violates any of the guidelines set forth in the Transaction Documents. In addition to any other remedies MMI may have, MMI reserves the right to terminate any of the Transaction Documents or

terminate any or all of the logins provided to Client or any Authorized User immediately and without notice, if MMI becomes aware or determines that Client or any Authorized User is violating any of the foregoing guidelines. Client shall be responsible for verifying the accuracy of results produced using the Products and for proper use of any forms provided by MMI.

4.5 Third Party Content. Client acknowledges that the Products may contain third party materials, and agrees to the terms set forth in **Exhibit C**.

5. Product Updates; Modifications to Services. During the Term, MMI may, in its sole discretion, update the Products. Such updates may include modifications to the Products that increase the speed, efficiency or ease of use of the Products, and may add additional capabilities or functionality to the Products. MMI is under no obligation to make any such updates. Client acknowledges that its assistance may be required to receive certain Product updates. MMI may offer customizations to the Products requested by Client or additional modules to the Products that may provide specific functionality or services at an additional cost to Client. Any such customizations or modules shall be separately negotiated and priced. MMI may require Client to agree to modified or additional terms in order to access any module, including, without limitation, through a “click-to-agree” addendum or other means acceptable to MMI. Without limiting the foregoing, MMI may determine, in its sole discretion, whether any specific functionality or services constitute customizations or modules that may be separately negotiated and priced. For the avoidance of doubt, nothing in the Transaction Documents obligates MMI to make any such customizations or modules available to Client or to require MMI to make such modules available for free or at any set price. Notwithstanding anything in the Transaction Documents to the contrary, MMI may, in its sole discretion, modify, update, revise, enhance or change any aspect of the Products. Notwithstanding anything in the Transaction Documents to the contrary, Client acknowledges and agrees that MMI is under no obligation to provide Client with access to any third party software, website or service as part of or through the Products or otherwise and to the extent that the Products or any other products or services provided hereunder provide access to any third party software, website or service MMI reserves the right, without prior notice, to suspend, limit or cancel such access for any reason.

6. SOW Services.

6.1 Statements of Work. From time to time, the Parties may execute statements of work that describe the specific services to be performed by MMI, including any work product to be delivered by MMI (as executed by the Parties, a “**Statement of Work**”). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein.

6.2 Performance of Services. MMI will perform the services specified in each Statement of Work (the “**SOW Services**”) in accordance with the terms and conditions of this Agreement and of each applicable Statement of Work. For purposes of this Agreement, any training services specified in the Order Form, any Advisory Services specified in the Order Form or otherwise provided by MMI, the Clinical Data Registry Services, the Quality Measure Reporting Service, the establishment of any interfaces specified in the Order Form, any of the services provided pursuant to Section 2.9 of these Terms and Conditions and any set-up or other implementation services referenced in the Order Form shall be deemed SOW Services under this Agreement. Without limiting other rights of MMI set forth in this Agreement, if MMI attempts to deliver SOW Services to Client and, unless otherwise specified in the Statement of Work, if MMI does not deliver such SOW Services within six (6) months after the date of the Statement of Work to Client and such failure to provide such SOW Services is not primarily due to a failure by MMI to perform its obligations under this Agreement (as determined by MMI in its sole discretion) then MMI shall have no

further obligation to provide such SOW Services and all SOW Fees paid or payable by Client with respect to such SOW Services shall be deemed fully earned by MMI.

6.3 Changes to Statement of Work. Client may submit to MMI written requests to change the scope of SOW Services (each such request, a “**Change Order Request**”). MMI may approve or reject such Change Order Requests in its sole discretion. If MMI approves a Change Order Request, then MMI will promptly notify Client if it believes that such Change Order Request requires an adjustment to the SOW Fees (as defined below) or to the schedule for the performance of the SOW Services. In such event, the Parties will negotiate in good faith a reasonable and equitable adjustment to the SOW Fees and/or schedule, as applicable. MMI will continue to perform SOW Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the Parties have agreed in writing to such an equitable adjustment to the SOW Fees and/or schedule, as applicable.

6.4 Client Responsibilities. In connection with the SOW Services, Client will: (i) provide qualified personnel who are capable of performing Client’s duties and tasks with respect to applicable SOW Services; (ii) provide MMI with access to Client’s sites and facilities during Client’s normal business hours and as otherwise reasonably required by MMI to perform the SOW Services; (iii) provide MMI with such working space and office support (including access to telephones, photocopying equipment, and the like) as MMI may reasonably request; and (iv) perform Client’s duties and tasks under this Agreement, including under any Statement of Work, and such other duties and tasks as may be reasonably required to permit MMI to perform the SOW Services. Client will also make available to MMI any data, information and any other materials required by MMI to perform the SOW Services, including, but not limited to, any data, information or materials specifically identified in this Agreement (collectively, “**Client Materials**”). Client will be responsible for ensuring that all such Client Materials are accurate and complete.

6.5 SOW Fees and Expenses. For MMI’s performance of the SOW Services, Client will pay MMI the fees calculated in accordance with the terms set forth in this Agreement, including, any applicable Statement of Work (the “**SOW Fees**”). In addition, Client will reimburse MMI for the following expenses incurred by MMI or its personnel in connection with the performance of the SOW Services (the “**SOW Expenses**”): all out-of-pocket costs and all travel, lodging and other related expenses.

6.6 SOW Payment Terms. Unless otherwise specified in this Agreement or the applicable Statement of Work, MMI shall send one or more invoices (each, a “**SOW Invoice**”) to Client for all applicable SOW Fees and SOW Expenses contemplated by the applicable Statement of Work. For the avoidance of doubt, MMI shall have no obligation to issue a separate invoice to Client with respect to the Implementation Fee. Unless otherwise specified in the applicable Statement of Work, all amounts specified in a SOW Invoice are due upon the issuance of such SOW Invoice by MMI. Unless otherwise specified in the applicable Statement of Work, Client will pay each such SOW Invoice via electronic payment.

6.7 Ownership. MMI will exclusively own all rights, title and interest in and to any software programs, software tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, training manuals, techniques and materials of any kind used or developed by MMI or its Representatives in connection with performing the SOW Services (collectively “**MMI Materials**”), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights therein. Client will have no rights in the MMI Materials except as expressly agreed to in writing by the Parties in the Statement of Work.

6.8 Other Services. Nothing in this Agreement or any Statement of Work will be deemed to restrict or limit MMI’s right to perform similar services for any other party or to assign any employees or

subcontractors to perform similar services for any other party. Client acknowledges that MMI may engage subcontractors to perform certain services.

6.9 Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, Client will not recruit or otherwise solicit for employment any MMI employees without MMI's express prior written approval.

7. Intellectual Property.

7.1 Client Intellectual Property. Client represents and warrants that none of the content, materials, designs, text, names, data or other information, including, without limitation, Client Data, provided by Client, its Authorized Users and/or its Patients to MMI or MMI networks or systems with respect to the Products, the Transaction Documents or otherwise (collectively, "**Client Content**"), infringes or violates the intellectual property or other proprietary rights of MMI or any third party, and MMI shall have no liability for any claims arising out of Client Content, including those claims based on infringement. Further, Client and its Authorized Users grant to MMI a nonexclusive license to use Client Content, as well as any trade names and/or trademarks of Client, to the extent necessary for MMI to provide the Products and any other products or services contemplated by the Transaction Documents (which includes, without limitation, the right to make copies, create illustrations, display personal and/or corporate name(s), and display other Client Content). Nothing in this Section 7.1 shall be deemed to limit MMI's rights under Section 11.4 of these Terms and Conditions or under the Business Associate Addendum.

7.2 Restrictions. Client acknowledges that in providing the Products and the other products and services contemplated by the Transaction Documents, MMI utilizes: (i) the MMI name, the MMI logo, the modmed.com and other domain names, the product names associated with the Products and other trademarks; (ii) certain information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, website content, visual interfaces, interactive features, graphics, compilations, computer code, website elements, Written Documentation, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (which together with the Products shall be collectively referred to as "**MMI IP**") and that the MMI IP is covered by intellectual property rights owned or licensed by MMI ("**MMI IP Rights**"). Except as otherwise expressly permitted herein, Client and its Authorized Users shall not, nor will they assist or encourage anyone else to: (i) sell, license, distribute, publicly perform or display, transmit, edit, adapt, modify, copy, translate or make derivative works based on the MMI IP; (ii) disassemble, reverse engineer, or decompile any of the MMI IP; or (iii) create Internet "links" to or from the Products, or "frame" or "mirror" any of MMI's content which forms part of the Products (other than on Clients' own internal intranets). Additionally, Client and its Authorized Users are not entitled to and will not: (i) sell, grant a security interest in or make or transfer reproductions of the Products to other parties in any way, nor to lease or license the Products to others without the prior written consent of MMI; (ii) emulate or redirect the communication protocols used by the Products; (iii) use or access the Products or any other products or services contemplated by the Transaction Documents in order to build a competitive product or service, (iv) copy any features, functions or graphics of the Products or any other products or services contemplated by the Transaction Documents or (v) exploit the Products or any of its parts for any commercial purpose without MMI's express written consent. Nothing in the Transaction Documents shall be construed to give Client or its Authorized Users any right to inspect, possess, use, or copy the source code (or, with respect to the Subscription Services and other Hosted Software, the object code) used to create or constituting the Products. Neither Client nor its Authorized Users shall apply any process, technique, or procedure designed to ascertain or derive the source code of the Products, or attempt to do any of the foregoing. Client shall not make any copies of any Products. Client shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Products.

7.3 Ownership and Reservation of Rights. Other than as expressly set forth in the Transaction Documents, no license or other rights in the MMI IP Rights are granted to Client or its Authorized Users, and all such rights are hereby expressly reserved by MMI. Additionally, and for avoidance of doubt, as between MMI and Client, MMI shall at all times retain sole and exclusive ownership of, or, as applicable, sole and exclusive rights as a licensee or sublicensee of, all of its copyrights, trademarks, trade names, trade dress, patents, software, source code, object code and other intellectual property rights with respect to the MMI IP, including, without limitation, all of the proprietary material provided and/or displayed by MMI at the Products, affiliated web sites, extranet, marketing materials or otherwise. Client acknowledges and agrees that the MMI IP may contain certain licensed materials and MMI's licensors may independently protect their rights in the event of any violation of the Transaction Documents.

7.4 Patient Marketing Materials. MMI may provide Client with Patient Marketing Materials for certain Products in MMI's sole discretion (e.g., materials relating to the use and adoption of Telehealth). If MMI provides Client with any Patient Marketing Materials, then, in connection with Client's authorized use of the applicable Subscription Services and subject to Client's compliance with the Transaction Documents and any other applicable terms and conditions, MMI hereby grants to Client a non-exclusive, nontransferable, revocable, conditional, and limited license to use, copy, display, and distribute the Patient Marketing Materials to Patients in the Territory only during the Product Term for the Subscription Services to which such Patient Marketing Materials relate. MMI may revoke these rights at any time and for any reason in its sole discretion, including if Client or any Authorized User violate the Transaction Documents or any applicable law. Client will comply with any additional terms, conditions, and instructions included or provided with the Patient Marketing Materials.

8. Authorized User Content.

8.1 General. Authorized Users may now or in the future have access to "user forums" or other similar outlets made available by MMI to its customers where such Authorized Users may post, share or link media, text, audio and video recordings, photos, graphics, commentary or other content with other MMI customers (collectively, "**Authorized User Content**"). Authorized User Content is not controlled by MMI. MMI makes no representations that any Authorized User Content will remain available in any way and may remove Authorized User Content in its sole discretion.

8.2 Representations and Warranties Regarding Authorized User Content. Client shall be responsible for any Authorized User Content and the consequences of its Authorized Users posting such Authorized User Content. In connection with Authorized User Content, Client, on behalf of itself and its Authorized Users, affirms, represents, and warrants that: (i) each Authorized User owns, or has the necessary licenses, rights, consents, and permissions to use, and to grant MMI the right to use such Authorized User's Authorized User Content, under all patent, trademark, copyright, or other proprietary rights in and to any and all of such Authorized User's Authorized User Content, and to reproduce and enable inclusion and use of such Authorized User Content in the manner contemplated by the Transaction Documents, and (ii) MMI's use of such Authorized User Content pursuant to the Transaction Documents, does not and will not: (a) infringe upon, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law or regulation.

8.3 Prohibited Uses of Authorized User Content. The Client agrees that it shall cause its Authorized Users to not publish, post, submit, transmit through or otherwise make available any Authorized User Content that includes: (i) any falsehoods or misrepresentations that could damage MMI or any third party; (ii) any material which is unlawful, defamatory, libelous, slanderous, pornographic, obscene, abusive, profane, vulgar, sexually explicit, threatening, harassing, harmful, hateful, racially or ethnically offensive

or otherwise objectionable, or which encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (iii) advertisements or solicitations of business, products, or services; or (iv) any material that would be harmful to minors in any manner.

8.4 Non-MMI Content Disclaimer. The Client on behalf of itself and its Authorized Users acknowledges and agrees that MMI does not endorse any Authorized User Content or other third party content (together, the “**Non-MMI Content**”) or any opinion, recommendation, or advice expressed therein. Under no circumstances will MMI be liable in any way for or in connection with the Non-MMI Content, including, but not limited to, for any inaccuracies, errors or omissions in any Non-MMI Content, any intellectual property rights infringement with regard to any Non-MMI Content, or for any loss or damage of any kind incurred as a result of the use of any Non-MMI Content.

8.5 Non-Monitoring of Non-MMI Content. MMI does not control the Non-MMI Content posted by Authorized Users or otherwise made available by other persons and does not have any obligation to monitor such Non-MMI Content for any purpose. MMI, nonetheless, reserves the right, in its sole discretion, to monitor the Non-MMI Content but assumes no responsibility for the Non-MMI Content, no obligation to modify or remove any inappropriate Non-MMI Content, and no responsibility for the conduct of the Authorized User submitting any such Non-MMI Content.

8.6 Removal of Non-MMI Content. MMI shall have the right (but not the obligation), in its sole discretion, to remove or to refuse to post any Non-MMI Content in whole or in part at any time, if, MMI determines that such Non-MMI Content is prohibited by any of the Transaction Documents.

9. Remedies for Breach of Client’s Obligations. If Client or any of its Authorized Users materially breaches any of its or their obligations under this Agreement (including, without limitation, failing to pay any Fees when due), any other Transaction Document or any other agreement between MMI and Client, MMI shall be permitted, at its sole discretion, to do any or all of the following (it being understood that such remedies are not exclusive of one another or any other remedies MMI may have under any of the Transaction Documents or at equity or law): (i) terminate any of the Transaction Documents and any license or other right granted to Client with respect to the Products upon notice if such breach is not cured within thirty (30) days after notice of such breach is sent to Client, in which case all Fees, SOW Fees and SOW Expenses incurred prior to the date of termination shall remain due and owing to MMI; (ii) temporarily suspend Client’s and its Authorized Users’ access to the Products upon notice during which time the Fees and SOW Fees shall continue to accrue and be due and owing and Client may be required to pay a reactivation fee as deemed appropriate by MMI in order to resume access to the Products; (iii) for unpaid Fees, SOW Fees and SOW Expenses, assess late fees as provided in Section 3.3; and/or (iv) collect from Client reimbursement for all costs incurred by MMI in collecting any Fees, SOW Fees, SOW Expenses or other monies owed to it by Client, or otherwise enforcing its rights under the Transaction Documents. Client further acknowledges and agrees that Modernizing Medicine shall not be liable to Client, Client’s Authorized Users or any third party for any exercise of Modernizing Medicine’s rights under the Transaction Documents.

10. Business Associate Addendum. The Parties acknowledge and agree that Client is a Covered Entity and MMI is a Business Associate under HIPAA and each Party shall comply with the Party’s respective obligations under HIPAA. Without limiting the foregoing, each Party shall comply with the

Business Associate Addendum attached to these Terms and Conditions as **Exhibit A** (the “**Business Associate Addendum**”). The Business Associate Addendum is hereby incorporated into this Agreement.

11. Confidentiality.

11.1 Definition of Confidential Information. Subject to the terms and conditions of this Agreement, “**Confidential Information**” shall mean all information about the disclosing Party furnished by the disclosing Party to the receiving Party, that is designated as “Confidential” or “Proprietary” (x) by stamp or legend if communicated in writing or other tangible form or (y) otherwise orally at the time of disclosure with a written confirmation within twenty (20) days describing the Confidential Information communicated orally. MMI’s Confidential Information also includes the technology, software, hardware, products, processes, algorithms, user interfaces, website content, visual interfaces, interactive features, graphics, compilations, website elements, Written Documentation, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information made available by MMI to Client or any of its Authorized Users. “**Confidential Information**” excludes the information explicitly excluded under Section 11.3 as well as PHI as that term is defined in the Business Associate Addendum attached hereto.

11.2 Confidential Information Terms. Except as expressly permitted in the Transaction Documents, each Party agrees to hold the other Party’s Confidential Information in strict confidence; provided that MMI may disclose Confidential Information of Client to MMI’s Representatives. Notwithstanding the above, either Party may disclose the other Party’s Confidential Information upon the order of any competent court or government agency; provided that prior to disclosure, to the extent possible, the receiving Party shall inform the other Party of such order and shall reasonably cooperate with the efforts of the disclosing Party, at the disclosing Party’s expense, to obtain a protective order or other action to protect the confidentiality of the Confidential Information. It is understood and agreed that in the event of a breach of this provision damages may not be an adequate remedy and each Party shall be entitled to injunctive relief to restrain any such breach, threatened or actual without the necessity of posting a bond or other security.

Client agrees that the terms and conditions, but not the existence, of the Transaction Documents shall be treated as MMI’s Confidential Information and that no reference to the terms and conditions of the Transaction Documents or to activities pertaining thereto can be made in any manner without the prior written consent of MMI; provided, however, that Client may disclose the terms and conditions of the Transaction Documents: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to Client’s legal counsel; (iv) in confidence, to accountants, banks, and financing sources and their advisors; (v) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

11.3 Non-Confidential Information. The term “**Confidential Information**” shall not include any information which: (i) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving Party, (ii) the receiving Party, through competent evidence, can demonstrate knowledge prior to disclosure, (iii) is disclosed to the receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality or (iv) is independently developed by the receiving Party without reference to the disclosing Party’s Confidential Information as evidenced by the written records of the receiving Party.

11.4 Client Data. Client acknowledges and agrees that MMI may acquire, use or disclose Client Data as required to perform MMI’s obligations under the Transaction Documents or permitted under Privacy Laws. Such uses and disclosures may be by or to, as applicable, MMI, its affiliates, or third parties and include those uses and disclosures set forth in Section 2.1 of the Business Associate Addendum as if the

Client Data was Protected Health Information. Notwithstanding anything to the contrary in the Transaction Documents, Client acknowledges and agrees that MMI (i) may use Client Data to create de-identified data in accordance with the de-identification requirements of applicable Privacy Laws; (ii) may use, create, sell, provide to third parties, and otherwise commercialize Client Data for any purposes not prohibited by law, provided same has first been de-identified in accordance with applicable Privacy Laws and (iii) owns all right, title and interest in such de-identified Client Data and any data, information and material created by MMI with such de-identified Client Data.

11.5 Feedback. If Client or any Authorized Users inform MMI of any errors, difficulties or other problems with the Products, or provide any feedback or make any suggestions as to changes or modifications to the Products, including beta or other in-development versions of the Products (collectively, “**Feedback**”), then MMI shall own all right, title and interest in that Feedback. Client hereby irrevocably assigns and agrees to assign all of its right, title and interest in and to the Feedback to MMI. To the extent Client is unable to assign any of its rights in the Feedback to MMI, Client hereby grants to MMI a perpetual, irrevocable, worldwide, fully paid up license to sell, offer to sell, make, have made, import, use, disclose, copy, distribute, publicly perform, publicly display, modify, create derivative works of and otherwise fully exploit the Feedback for any purpose. The Feedback shall be treated as MMI’s Confidential Information and MMI shall have the unrestricted right to disclose the Feedback for any purpose.

11.6 Communications.

11.6.1 Notwithstanding anything to the contrary in this Agreement, Client may make a communication about (i) the usability of the Hosted Software or other MMI health information technology (“health IT”) (as defined at 45 C.F.R. § 170.102), (ii) the interoperability of the Hosted Software or other MMI health IT, (iii) the security of the Hosted Software or other MMI health IT, (iv) relevant information regarding users’ experience with the Hosted Software or other MMI health IT, (v) MMI’s business practices related to exchanging electronic health information (as defined at 45 C.F.R. § 171.102), or (vi) the manner in which a user of the Hosted Software or other MMI health IT has used the technology for any of the following purposes: (vii) making a disclosure required by law; (viii) communicating information about adverse events, hazards, and other unsafe conditions to government agencies, health care accreditation organizations, and patient safety organizations; (ix) communicating information about cybersecurity threats and incidents to government agencies; (x) communicating information about information blocking and other unlawful practices to government agencies; or (xi) communicating information about MMI’s failure to comply with a Condition of Certification requirement or other requirement of 45 C.F.R. Part 170 to ONC or an ONC-Authorized Certification Body.

11.6.2 Client shall not disclose Confidential Information about non-user facing aspects of the Hosted Software or other MMI health IT.

11.6.3 Client shall not disclose MMI’s or a third party’s intellectual property existing in the Hosted Software or other MMI health IT, except that Customer may publicly display a portion of the Hosted Software or other MMI health IT that is subject to copyright protection where such display would reasonably constitute “fair use” of the Hosted Software or other MMI health IT as provided by 45 C.F.R. § 170.403(a)(2)(ii)(C) and the display concerns one or more of the six subject areas in Section 11.6.1(i)-(vi).

11.6.4 If Client discloses a screenshot or video of the Hosted Software or other MMI health IT which contains Confidential Information, Client shall (i) not alter the screenshots or video, except to annotate the screenshots or video or resize the screenshots or video; (ii) limit the sharing of screenshots to the relevant number of screenshots needed to communicate about the Hosted Software or other MMI health IT regarding one or more of the six subject areas in Section 11.6.1(i)-(vi); and (iii) limit the sharing of video to (1) the relevant amount of video needed to communicate about the Hosted Software or other MMI health

IT regarding one or more of the six subject areas in Section 11.6.1(i)-(vi) and (2) only videos that address temporal matters that cannot be communicated through screenshots or other forms of communication.

11.6.5 For the avoidance of doubt, nothing in this Agreement shall be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification at 45 C.F.R. § 170.403(a). Further, Client shall not impose any prohibition or restriction on any third party that prohibits or restricts any communication in a manner that violates that Condition of Certification.

12. Warranties & Disclaimers.

12.1 General Warranties.

12.1.1 Client represents and warrants that it is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals, consents, and any other communications in each jurisdiction as required to enable Client to conduct its business and to perform its obligations under the Transaction Documents to which it is a party. Client further represents and warrants that it has the legal power and requisite authority to enter into the Transaction Documents to which it is a party.

12.1.2 Client represents, warrants and covenants that it has complied and will comply with all applicable federal, state and local laws and regulations relating to the Products or the Transaction Documents.

12.1.3 Client represents and warrants that all claims for its services or products will only be submitted in accordance with all applicable laws, rules and regulations (including the False Claims Act and similar state laws).

12.1.4 Client represents and warrants that, throughout the term of the Transaction Documents, Client will provide all required notices to, and obtain all required consents, authorizations or permissions from, each of Client's Patients, Authorized Users, employees, agents, officers, directors and other individuals to whom the Client Data relates that are necessary under applicable Privacy Laws for Client's receipt and use of the Products and services hereunder and with MMI's supply and delivery of such Products and services, and the performance of its other obligations or the exercise of its rights, under the Transaction Documents.

12.1.5 CLIENT HEREBY AGREES AND ACKNOWLEDGES THAT MMI IS IN NO WAY ACTING AS A MEDICAL PROVIDER WITH RESPECT TO ANY PATIENT OR ANY OF CLIENT'S RELATED PARTIES AND PROVIDERS. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE TREATMENTS, PROCEDURES, INFORMATION, MEDICATIONS, PRODUCTS AND OTHER MATTERS REFERENCED BY THE PRODUCTS OR ANY OTHER PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS ARE NOT INTENDED AS A RECOMMENDATION OR ENDORSEMENT OF ANY COURSE OF TREATMENT, PROCEDURE, INFORMATION, PRODUCT OR MEDICATION AND THAT ANY AND ALL RESPONSIBILITY FOR DIAGNOSING, TREATING OR PROVIDING ANY OTHER MEDICAL CARE TO ANY PATIENT RESTS WITH THE PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS TREATING SUCH PATIENT.

12.1.6 CLIENT UNDERSTANDS AND AGREES THAT ITS USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE PRODUCTS (INCLUDING RSS FEEDS) FROM A SOURCE OTHER THAN MMI IS AT ITS OWN DISCRETION AND RISK AND THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO ITS OR ITS USERS' PROPERTY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

12.1.7 Client represents and warrants that, to the extent required by applicable law, Client and each Authorized User is duly licensed by the appropriate professional board or agency in each state in which (a) Client or such Authorized User is located and/or performs services, and (b) any PocketPatient User receiving services from Client or such Authorized User via Telehealth is located to the extent licensing in such state is then required under applicable law. Client shall provide evidence of such licensing to MMI upon reasonable request. At any time that Client or its Authorized Users cease to be duly licensed or authorized to the extent required by applicable law, Client shall immediately so inform MMI, and such unlicensed party shall immediately cease accessing and using the Products.

12.2 Disclaimer of Warranties.

12.2.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE TRANSACTION DOCUMENTS, MMI MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MMI HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2.2 THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS, ANY SOFTWARE OR FEATURES IN CONNECTION WITH THE PRODUCTS AND ANY OTHER PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY TREATMENTS, PROCEDURES, INFORMATION, DATA, PRODUCTS, MEDICATIONS AND OTHER MATTERS REFERENCED BY THE PRODUCTS, REMAINS WITH THE CLIENT. MMI EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE PRODUCTS AND ANY SOFTWARE, GOOD(S), INFORMATION, DATA OR MATERIALS PROVIDED BY MMI AS PART OF THE PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS, THE MMI IP, AND ANY OTHER PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANY THIRD-PARTY MEDIA, CONTENT, PRODUCTS, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

12.2.3 MMI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING (A) THE USE OR THE RESULTS OF THE USE OF ITS PRODUCTS, WEBSITES OR ANY THIRD PARTY WEBSITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, OR (B) THE ACCURACY OF CODES, IMAGES, INFORMATION OR OTHER DATA PROVIDED BY ANY PRODUCTS OR SERVICES. ANY CLINICAL INFORMATION PROVIDED BY ANY PRODUCTS OR SERVICES IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, SKILL AND JUDGMENT OF AUTHORIZED USERS OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION OR OTHER TREATMENT SHOULD NOT BE CONSTRUED TO INDICATE

THAT THE DRUG OR DRUG COMBINATION OR OTHER TREATMENT IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. MMI IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER.

12.2.4 NOTHING WILL BE CONSTRUED AS A GUARANTEE OR WARRANTY BY MMI THAT ANY OR ALL FEES BILLED BY CLIENT OR ON CLIENT'S BEHALF (INCLUDING CO-PAYMENTS, DEDUCTIBLES AND COINSURANCE) WILL BE COLLECTED OR COLLECTIBLE, IN WHOLE OR IN PART. CLIENT ACKNOWLEDGES AND AGREES THAT MMI IS NOT RESPONSIBLE FOR PAYMENT OR COLLECTION OF ANY CLAIMS SUBMITTED BY CLIENT OR ON CLIENT'S BEHALF UNDER ANY CIRCUMSTANCES.

12.2.5 EXCEPT AS EXPRESSLY PROVIDED HEREIN, MMI DOES NOT GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE OR SECURE OPERATION OF OR ACCESS TO THE PRODUCTS, ITS WEBSITES AND THE CONTENTS THEREOF, SERVICE ELEMENTS OR RELATED PRODUCTS. CLIENT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE PERFORMANCE AND RESULTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER AND CLIENT'S USE OF THE PRODUCTS IN CONNECTION WITH CLIENT'S HARDWARE. MMI SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE INTERACTION OF THE PRODUCTS WITH ANY DEVICE OR ANY INFORMATION TECHNOLOGY INFRASTRUCTURE OF CLIENT.

12.2.6 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER MMI NOR ITS AFFILIATES SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE THE PRODUCTS OR ANY FEATURES OR PRODUCTS IN CONNECTION WITH THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

12.2.7 MMI MAKES NO GUARANTIES, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE COMPLETENESS OR ACCURACY OF THE POPULATION HEALTH DATA PROVIDED PURSUANT TO THE CLINICAL DATA REGISTRY SERVICE. CLIENT AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE APPLICABLE CLINICAL DATA REGISTRY RECEIVES THE AUTHORIZED USERS' CLINICAL DATA REGISTRY INFORMATION. MMI MAKES NO GUARANTY OF ANY KIND THAT CLIENT OR ANY OF ITS AUTHORIZED USERS WILL RECEIVE ANY INCENTIVE PAYMENTS OR ANY OTHER GOVERNMENT FUNDS OR AVOID ANY GOVERNMENT IMPOSED PENALTIES AS A RESULT OF THE USE OF THE CLINICAL DATA REGISTRY SERVICE. THE POPULATION HEALTH DATA PROVIDED BY THE CLINICAL DATA REGISTRY SERVICE IS NOT INTENDED AS LEGAL ADVICE AND ALL LEGAL INQUIRIES ABOUT TOPICS ADDRESSED BY THE CLINICAL DATA REGISTRY SERVICE OR THE POPULATION HEALTH DATA SHOULD BE DIRECTED TO CLIENT'S LEGAL COUNSEL. MMI DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, RESULTING FROM CLIENT'S USE OF OR RELIANCE ON ANY INFORMATION PROVIDED BY THE CLINICAL DATA REGISTRY SERVICE.

12.2.8 MMI MAKES NO GUARANTIES, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE COMPLETENESS OR ACCURACY OF THE QUALITY MEASURE REPORTING INFORMATION PROVIDED PURSUANT TO THE QUALITY MEASURE FUNCTIONALITY IN THE PRODUCTS. CLIENT AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE APPLICABLE THIRD PARTY RECEIVES THE AUTHORIZED USERS' QUALITY MEASURE REPORTING INFORMATION. MMI MAKES NO GUARANTY OF ANY

KIND THAT CLIENT OR ANY OF ITS AUTHORIZED USERS WILL RECEIVE ANY INCENTIVE PAYMENTS OR ANY OTHER GOVERNMENT FUNDS OR AVOID ANY GOVERNMENT IMPOSED PENALTIES AS A RESULT OF THE USE OF THE QUALITY MEASURE FUNCTIONALITY OR THE QUALITY MEASURE REPORTING SERVICES. THE QUALITY MEASURE REPORTING SERVICES ARE NOT INTENDED AS LEGAL ADVICE AND ALL LEGAL INQUIRIES ABOUT TOPICS ADDRESSED BY THE QUALITY MEASURE FUNCTIONALITY IN THE PRODUCTS OR THE QUALITY MEASURE REPORTING SERVICES SHOULD BE DIRECTED TO CLIENT'S LEGAL COUNSEL. MMI DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, RESULTING FROM CLIENT'S USE OF OR RELIANCE ON ANY INFORMATION PROVIDED BY THE QUALITY MEASURE FUNCTIONALITY, THE QUALITY MEASURE REPORTING SERVICES OR OTHERWISE RELATING TO SUCH SUBJECT MATTER.

12.2.9 IF MMI PROVIDES ANY HARDWARE TO CLIENT THEN (I) SUCH HARDWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR NONINFRINGEMENT, (II) THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF SUCH HARDWARE REMAINS WITH THE CLIENT, (III) MMI EXPRESSLY DISCLAIMS ANY WARRANTY FOR SUCH HARDWARE, (IV) MMI HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH HARDWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND (V) MMI FURTHER DISCLAIMS ANY LIABILITY FOR CLIENT DATA STORED ON ANY HARDWARE.

12.2.10 CLIENT ACKNOWLEDGES THAT MMI MAY USE THIRD PARTY WEBSITES, THIRD PARTY HELP DESK SYSTEMS AND OTHER THIRD PARTY SERVICES TO PROVIDE CERTAIN SUPPORT SERVICES AND ONLINE FORUMS TO CLIENT. CLIENT UNDERSTANDS THAT SUCH THIRD PARTY WEBSITES, THIRD PARTY HELP DESK SYSTEMS, ONLINE FORUMS AND OTHER THIRD PARTY SERVICES MAY NOT MEET THE REQUIREMENTS FOR THE PROTECTION OF PROTECTED HEALTH INFORMATION (AS DEFINED IN THE BUSINESS ASSOCIATE ADDENDUM) SET FORTH IN APPLICABLE LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, HIPAA AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT. CLIENT AGREES THAT IT SHALL NOT, AND IT SHALL CAUSE ITS PERSONNEL TO NOT, SUBMIT ANY PROTECTED HEALTH INFORMATION (A) TO MMI OUTSIDE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO EMAIL TRANSMISSIONS, SUBMISSIONS TO ANY ONLINE FORUM MADE AVAILABLE BY MMI TO ITS CUSTOMERS, AND SUBMISSIONS THROUGH ANY SUPPORT WEBSITE, PORTAL, OR ONLINE HELP DESK OR SIMILAR SERVICE MADE AVAILABLE BY MMI OUTSIDE OF THE PRODUCTS OR (B) DIRECTLY TO ANY THIRD PARTY INVOLVED IN THE PROVISION OF AN ONLINE FORUM, EMAIL, SUPPORT WEBSITE, ONLINE HELP DESK OR OTHER SERVICE DESCRIBED IN (A), ABOVE. REPEATED VIOLATIONS OF THIS REPRESENTATION BY CLIENT WILL ENTITLE MMI, IN MMI'S SOLE DISCRETION, TO RESTRICT CLIENT'S ACCESS TO SUCH THIRD PARTY SERVICES AND/OR TAKE ANY OTHER ACTIONS REQUIRED OR PERMITTED BY THE BUSINESS ASSOCIATE ADDENDUM IN CONNECTION WITH SUCH VIOLATIONS.

12.2.11 MODERNIZING MEDICINE AND ITS REPRESENTATIVES MAKE NO GUARANTIES, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE COMPLETENESS OR ACCURACY OF THE INFORMATION PROVIDED PURSUANT TO ANY ADVISORY SERVICES.

MODERNIZING MEDICINE AND ITS REPRESENTATIVES MAKE NO GUARANTY OF ANY KIND THAT CLIENT OR ANY OF ITS PERSONNEL WILL RECEIVE ANY GOVERNMENT FUNDS OR AVOID ANY GOVERNMENT IMPOSED PENALTIES. THE INFORMATION PROVIDED BY THE ADVISORY SERVICES IS NOT INTENDED AS LEGAL ADVICE AND ALL LEGAL INQUIRIES ABOUT TOPICS ADDRESSED BY THE ADVISORY SERVICES SHOULD BE DIRECTED TO CLIENT'S LEGAL COUNSEL. MODERNIZING MEDICINE DISCLAIMS LIABILITY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER, DIRECTLY OR INDIRECTLY, RESULTING FROM CLIENT'S USE OF OR RELIANCE ON ANY INFORMATION PROVIDED BY THE ADVISORY SERVICES.

12.2.12 IF CLIENT ELECTS TO PROVIDE ANY TELEMEDICINE SERVICES TO ITS PATIENTS IT DOES SO AT ITS OWN RISK AND MMI MAKES NO GUARANTIES, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ABILITY OF CLIENT TO SUCCESSFULLY OR LAWFULLY OFFER TELEMEDICINE SERVICES TO ITS CLIENTS THROUGH THE PRODUCTS OR OTHERWISE.

12.3 Limitations by Applicable Law. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THE TRANSACTION DOCUMENTS APPLY TO CLIENT TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH CLIENT AND ITS USERS ARE LOCATED.

12.4 Basis of the Bargain. CLIENT ACKNOWLEDGES AND AGREES THAT MMI HAS OFFERED ITS PRODUCTS AND SERVICES AND ENTERED INTO THE TRANSACTION DOCUMENTS TO WHICH IT IS A PARTY IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN CLIENT AND MMI, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CLIENT AND MMI. CLIENT ACKNOWLEDGES AND AGREES THAT MMI WOULD NOT BE ABLE TO PROVIDE THE PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS TO CLIENT ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

13. Limitation of Liability; Indemnification.

13.1 Limitation of Liability. IN NO EVENT SHALL MMI'S AND ITS PRESENT AND FORMER SUBSIDIARIES', AFFILIATES', DIRECTORS', OFFICERS', EMPLOYEES', AND AGENTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE PRODUCTS SPECIFIED IN THE ORDER FORM, ANY OTHER PRODUCTS OR SERVICES AND/OR ANY OF THE TRANSACTION DOCUMENTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO MMI UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE MOST RECENT CAUSE OF ACTION AROSE.

13.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL MMI OR ITS PRESENT AND FORMER SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY TO CLIENT, ITS AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PAYER RECOUPMENTS OF REIMBURSEMENTS, REFUNDS TO PAYERS, OR OTHER LOST REIMBURSEMENTS OR FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY WHETHER OR NOT MMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13.3 Limitation of Action. No action (regardless of form) arising out of the Transaction Documents may be commenced by Client against MMI more than two (2) years after the cause of action arose.

13.4 Indemnification.

13.4.1 Modernizing Medicine shall defend Client from any third party claim brought against Client asserting that the Products infringe or misappropriate any intellectual property right of such third party enforceable in the Territory (an, “**Infringement Claim**”), and shall, subject to the conditions and limitations set forth in this Agreement, pay the damages finally awarded against Client by a court of competent jurisdiction or agreed to in settlement by Modernizing Medicine and attributable to such claim.

Modernizing Medicine’s obligations under this provision are subject to Client: notifying Modernizing Medicine of the claim in writing as soon as Client learns of it; providing Modernizing Medicine all reasonable assistance and information to enable Modernizing Medicine to perform its duties under this Section; allowing Modernizing Medicine sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim.

If any Product is found by a court of competent jurisdiction to infringe as a result of an Infringement Claim, or if Modernizing Medicine determines in its sole opinion that any Product is likely to be found to infringe as a result of an Infringement Claim, then Modernizing Medicine shall, at its sole expense, either (i) obtain for Client the right to continue to use such Product; or (ii) modify such Product so as to make such Product non-infringing while providing substantially the same functionality, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Client shall stop using any infringing version of such Product; or (if Modernizing Medicine determines in its sole opinion that (i) and/or (ii) are not commercially reasonable), (iii) terminate Client’s rights and Modernizing Medicine’s obligations under this Agreement, and refund to Client any prepaid Fees with respect to such Product for the period after the date of such termination.

Notwithstanding the above, Modernizing Medicine will have no liability for any Infringement Claim to the extent that it is based upon: (i) modification of any Product other than by Modernizing Medicine; (ii) the combination, use, or operation of any Product with products not specifically authorized by Modernizing Medicine to be combined with such Product; (iii) use of any Product other than in accordance with this Agreement (including without limitation such Product’s documentation and service guidelines); or (iv) Client’s continued use of any infringing Product after Modernizing Medicine, for no additional charge, supplies a modified or replacement non-infringing Product.

THIS SECTION 13.4.1 STATES CLIENT’S SOLE AND EXCLUSIVE REMEDY AND MODERNIZING MEDICINE’S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

13.4.2 Client shall indemnify and hold harmless MMI and MMI’s Affiliates and each of their respective officers, directors, employees and agents, from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys’ fees and

expenses), arising, directly or indirectly, out of or relating to any claim or allegation based on (i) the use or operation of the Products by Patients, Client, any Joined Party and/or the Authorized Users, including, without limitation, any non-authorized use of Client's user logins, (ii) a breach of any of the Transaction Documents by Client, any Joined Party or any of their Authorized Users, (iii) the accuracy, quality, integrity, legality, reliability or appropriateness of Client Data or any other content or data introduced to the Products by any Authorized User or by any personnel of any Joined Party, including use or transmission of Client Data extracted or converted out of the Products on behalf of Client, (iv) any alleged violation of any applicable law, rule or regulation by Client, any Joined Party or any of their Authorized Users, (v) the diagnosis and/or treatment of any of Client's or any Joined Party's Patients, and/or (vi) the negligent acts or willful misconduct of Client, any Joined Party or their personnel.

13.5 Waiver for Onsite Services. Client acknowledges and agrees that there is a risk of exposure to COVID-19 as well as other illnesses arising from MMI employees, contractors, or agents coming onsite to Client's premises to provide support, training, and other services pursuant to this Agreement. Should the parties mutually agree to any such onsite presence, Client hereby waives any claim or cause of action and releases from liability MMI and MMI's Affiliates and each of their respective officers, directors, employees, contractors, and agents for, and agrees to indemnify and hold harmless MMI and MMI's Affiliates and each of their respective officers, directors, employees, contractors, and agents from, any and all damages, liabilities, or costs arising, directly or indirectly, out of or relating to MMI employees or agents being onsite at Client's premises to provide support, training, and other services pursuant to this Agreement, including, without limitation, those associated with exposure, infection and subsequent treatment from COVID-19 or any other illness.

13.6 Sole Responsibility. *Client agrees that the sole and exclusive responsibility for any medical decisions or actions with respect to a Patient's medical care and for determining the accuracy, completeness or appropriateness of any billing, clinical, coding, diagnostic, medical or other information provided by the Products or any other products or services provided by MMI or any of its Affiliates resides solely with the Authorized Users or other professionals treating such Patient. MMI does not assume any responsibility for how such information is used. Client acknowledges and agrees that neither the Products nor any other products or services provided by MMI or any of its Affiliates "recommend," "suggest," or "advise" proper prescribing or other treatment decisions and that the responsibility for the medical treatment, and any associated decisions regarding billing for medical services, rests with the Authorized Users or other professionals treating such Patient and revolves around such health care provider's judgment and such health care provider's analysis of the Patient's condition.*

14. Term and Termination.

14.1 Product Term. "Product Term" means, unless terminated earlier or renewed as set forth herein, the period of time commencing on the Product Delivery Date for the applicable Product and ending on the Product Term End Date specified on the Order Form for such Product. Subject to the terms and conditions of this Agreement, each Product's Product Term shall automatically renew for additional terms of one (1) year, ending on the next annual anniversary of the Product Term End Date specified on the Order Form for the applicable Product, unless either Party provides at least ten (10) days' written notice to the other Party of its intent not to renew such Product's Product Term. Notwithstanding any other term of this Agreement to the contrary, no Product shall be used by Client or any of its Authorized Users after the expiration or termination of the Product Term for such Product. All Product Terms shall terminate upon the expiration or termination of this Agreement. For the avoidance of doubt, if no Product Term is specified for a Product then MMI may elect to terminate the Product Term for such Product at anytime by providing written notice of such termination to Client. Notwithstanding anything herein to the contrary, MMI may, upon written notice to Client, terminate offering any Product or any portion thereof to Client, without offering

replacement Products, or support and maintenance for any Product. In the event of a termination by MMI pursuant to the immediately prior sentence and Client has prepaid fees for such terminated Product beyond the effective termination date then Client will be entitled to a prorated refund of such prepaid fees.

14.2 Agreement Term. Unless terminated earlier as set forth herein, the initial term (the “**Initial Term**”) of this Agreement shall commence on the Contract Date specified on the Order Form and end on the Contract End Date specified in the Order Form. Subject to the terms and conditions of this Agreement, after the Contract End Date and each Renewal Term, this Agreement shall automatically renew for additional terms of one (1) year, ending on the next annual anniversary of the Contract End Date (each such additional term, a “**Renewal Term**” and, collectively, with the Initial Term, the “**Term**”), unless either Party provides at least ten (10) days’ written notice to the other Party of its intent not to renew the Agreement. For the avoidance of doubt, if no Contract End Date is specified then MMI may elect to terminate this Agreement at anytime by providing written notice of such termination to Client. Notwithstanding any terms of this Agreement to the contrary, this Agreement shall terminate automatically if Client’s right to use EMA expires or otherwise terminates.

14.3 Termination. Client may terminate this Agreement: (i) in the event of a material breach of this Agreement by MMI, provided, that, Client provides written notice of such material breach to MMI and such breach remains uncured thirty (30) days after MMI’s receipt of such notice; or (ii) in accordance with the terms of the Business Associate Addendum. MMI may terminate each of the Transaction Documents: (i) as set forth in Sections 4.4 and 9 of these Terms and Conditions; (ii) in accordance with the terms of the Business Associate Addendum, (iii) immediately if Client becomes insolvent or unable to pay its debts as they become due, or the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or (iv) at any time following the Initial Term upon ten (10) days prior written notice to Client.

14.4 Outstanding Fees. Termination shall not relieve Client of the obligation to pay any fees or expenses accrued or payable to MMI prior to the effective date of termination.

14.5 Return of Medical Records. MMI might store various forms of information for the Client that meet the definition of a medical record in many states (the “**Medical Records**”). To ensure the proper transfer of the Medical Records, the following policies shall apply: (i) Prior to the termination of this Agreement, the Client may obtain a copy of the Medical Records stored in the Hosted Software by providing MMI with a written request for such records; (ii) In the event of the termination of this Agreement then the Client may obtain a copy of the Medical Records stored in the Hosted Software by providing MMI with a written request for such records within fifteen (15) days of the effective date of such termination; (iii) If the Client is a multi-physician group and one of the physicians in such group has terminated its relationship with such group, and the Client requests in writing that Medical Records stored in the Hosted Software be transferred to such physician and provides a written list of Patients of such physician to MMI (the “**Applicable Patients**”), then MMI will provide a copy of the records of the Applicable Patients (the “**Applicable Patient Records**”) to the Client or the departing physician as directed in writing by the Client. The Client shall have the burden of determining whether the departing physician is entitled to a copy of the Applicable Patient Records. Subject to the terms and conditions of this Section, MMI shall not be required to transfer any Applicable Patient Records to a departing physician until the Client directs MMI to transfer such Applicable Patient Records and MMI determines that the transfer complies with applicable law. MMI shall not be responsible for transfers of Applicable Patient Records to Persons that MMI determines in good faith to be entitled to receive the Applicable Patient Records regardless of the accuracy of such determination; (iv) If the Client (including an authorized representative of the Client) is unavailable for any reason to give MMI written direction as to how to process a Medical Records transfer request, after a reasonable attempt to contact the Client, MMI shall be permitted to transfer the Medical Records to any third party requesting the Medical Records in writing if such third party provides MMI reasonable written

evidence that it has the legal right to request and obtain such Medical Records under applicable law; and (v) In the event of a merger or sale of the Client, MMI will transfer a copy of the Client's Medical Records stored in the Hosted Software to the Client's successor or acquirer if requested in writing by the Client. In no event shall MMI be responsible for transfers of Medical Records to Persons that MMI determines in good faith to be entitled to receive the Medical Records regardless of the accuracy of such determinations. Subject to the requirements of this Section 14.5, MMI shall transfer the applicable records in such format as is determined reasonable by MMI. The transferee of any records under this Section 14.5 shall be responsible for the cost of any disk drives or other media used by MMI for the transfer of such records as well as shipping and handling for the transfer of such disk drives or other media to such transferee. MMI shall have the right to require any third-party recipient to agree in writing to indemnify Modernizing Medicine as a condition to any transfer of records. Notwithstanding the foregoing, after the thirty (30) day period commencing on the effective date of termination or expiration of this Agreement, MMI shall have no obligation to maintain any copies of or provide any copies of the Medical Records (including any Applicable Patient Records), except as otherwise required by applicable law.

14.6 Effect of Termination. Upon termination or expiration of this Agreement for any reason, the License and Subscription Service Authorization shall terminate and Client shall not use or access, directly or indirectly, the Products or any other MMI IP. If Client has any copies of any MMI IP, Client shall either destroy or return to MMI all such copies along with a certificate signed by Client that all such copies have been either destroyed or returned, respectively, and that no copy or any part of any MMI IP has been retained by Client in any form. Termination of this Agreement for any reason shall not affect MMI's right to recover damages for events occurring before termination. In the event either Party provides written notice of termination of any of the Transaction Documents to the other Party in accordance with the applicable Transaction Document, MMI shall have the right to automatically charge Client's bank, credit card or other account designated under Section 3.5, an amount equal to the sum of any outstanding Fees, SOW Fees, SOW Expenses or other amounts owed to MMI.

14.7 Survival. Sections 1, 2.20, 3.3, 3.4, 3.8, 3.10, 3.11, 4.3, 4.5, 6.5, 6.6, 6.7, 6.8, 6.9, 7, 9, 10, 11, 12, 13, 14, and 15, as well as the terms of **Exhibits C and D**, shall survive the expiration or termination of this Agreement for any reason.

15. General Provisions.

15.1 Relationship of the Parties. None of the Transaction Documents create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties and the status of the Parties shall be independent parties to a contractual arrangement. Neither Party shall have the authority to bind the other Party by contract or otherwise.

15.2 Benefit to Others. The representations, warranties, covenants and agreements contained in the Transaction Documents are for the sole benefit of the Parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other Persons, including, but not limited to, third party rights for Client's Patients.

15.3 Notices. Any notice required by this Agreement or given in connection with therewith, shall be in writing and shall be given (i) if to MMI, to Modernizing Medicine, Inc., 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431, Attention: Chief Financial Officer with a copy sent to Modernizing Medicine, Inc., 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431, Attention: General Counsel by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services with proof of delivery and (ii) if to Client, to the Client's address (or email address) set forth in this Agreement or such other address (or email address) as may be provided in writing from time to time by email or by personal

delivery or by certified mail, postage prepaid, or recognized overnight delivery services with proof of delivery.

15.4 Waiver and Cumulative Remedies. MMI shall have the right to waive (or elect not to exercise a right) if MMI determines that the waiver (or election) is necessary to comply with applicable law. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

15.5 Force Majeure. MMI shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to a force majeure event or other circumstances beyond its reasonable control, including, without limitation, acts of any governmental body (e.g., military, civil, or regulatory authority), public safety incident, war, cyber war or attack, terrorism, insurrection, sabotage, embargo, natural or human-made disaster (e.g., fire, flood, severe weather, earthquake, tornado, or hurricane), public health emergency, disease, pandemic, labor disturbance, interruption of or delay in transportation, telecommunication or internet service interruption, unavailability of third party products or services, failure of third party products or services, or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Products or any other products or services contemplated by any of the Transaction Documents (each, a “**Force Majeure Event**”).

15.6 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be unenforceable, such provision shall be changed by the court or by the arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a Party, in which case such Party may terminate this Agreement by notice to the other Party.

15.7 Assignment. Neither Party may assign any of its rights or obligations hereunder or under any other Transaction Document, whether by operation of law or otherwise, without the prior express written consent of the other Party. Notwithstanding the foregoing, MMI shall be permitted to assign each of the Transaction Documents: (i) to an Affiliate, parent company or subsidiary or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a Party to assign its rights or obligations under any of the Transaction Documents in breach of this Section 15.7 shall be void and of no effect. Subject to the foregoing, each of the Transaction Documents shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

15.8 Governing Law. Except as otherwise provided herein, each of the Transaction Documents shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.

15.9 Venue. The federal courts of the United States in and for the Southern District of Florida and the state courts of the State of Florida located in Palm Beach County, Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to any of the Transaction Documents. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

15.10 Enforcement Costs. If any legal action or other proceeding is brought for the enforcement or interpretation of any of the Transaction Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Transaction Documents, the prevailing Party shall be entitled to recover reasonable attorneys’ fees, court costs and all expenses incurred in that action

or proceeding and at all levels of trial and appeal, in addition to any other relief to which such Party may be entitled.

15.11 Third Party Arrangements. Client acknowledges and agrees that it shall be solely responsible for performance of all of its duties, obligations, and covenants arising under the Transaction Documents. In the event that Client enters into an arrangement with any other individual or entity to fulfill all or any part of its payment obligations pursuant to the Transaction Documents (“**third party arrangement**”), Client represents and warrants that any such third party arrangement shall not affect the obligations of Client to MMI pursuant to the Transaction Documents. Client further represents and warrants that any such third party arrangement shall be in compliance at all times with all applicable federal, state, and local laws, regulations and ordinances including, without limitation, the Medicare and Medicaid Anti-Fraud and Abuse Amendments to the Social Security Act and the Stark Law. Client acknowledges and agrees that MMI is under no obligation to accept any payment from any third party, which is unsatisfactory to MMI in its good faith business judgment. The Client agrees that it shall be responsible for promptly reimbursing MMI for all fees required by the American Medical Association or other similar organization to be paid by MMI to such organization relating to the Client and its Patients, employees, representatives, consultants, contractors or agents use of the Products.

15.12 Entire Agreement and Construction. The Transaction Documents constitute the entire agreement between the Parties as to the Products, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning such Products. For the avoidance of doubt, any obligations of Client that accrued prior to the Contract Date remain in full force and effect. Except as otherwise expressly set forth herein, no modification, amendment, or waiver of any provision of the Transaction Documents shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted. Under no circumstances shall the terms of any purchase order submitted by Client to MMI be deemed binding upon MMI. Further, by entering into this Agreement, each Party expressly acknowledges and intends that the terms contained herein related to the content and manner of a request for access, exchange, or use of EHI, including any and all terms related to fees, reflect the Parties’ mutual agreement (in an arm’s-length transaction without coercion) and meet the “content” and “manner requested” conditions of the Content and Manner Exception at 45 C.F.R. §§ 171.301(a) and (b)(1), respectively.

15.13 Counterparts. Each of the Transaction Documents requiring execution by a Party hereto may be executed in one or more counterparts, which may be delivered by fax or other electronic transmission, including email, each of which shall be deemed an original and which taken together shall form one legal instrument.

15.14 Headings. Headings used in each of the Transaction Documents are provided for convenience only and shall not be used to provide meaning or intent.

15.15 Due Execution. Client acknowledges that MMI shall not be deemed bound by this Agreement, any Addendum thereto, any Statement of Work thereunder or any other Transaction Documents requiring execution unless and until the same shall have been duly executed by an authorized representative of MMI and Client.

15.16 Audit. Client shall maintain for a period of three (3) years after the end of the year to which they pertain, complete records regarding its use of Products under this Agreement and compliance with this Agreement. Upon reasonable prior notice, MMI will have the right, exercisable not more than once every twelve (12) months, at MMI’s expense, to examine such books, records and accounts during Client’s normal business hours to verify that all Fees have been duly accounted for and paid and that Client is otherwise in compliance with this Agreement. In the event such audit discloses an underpayment of Fees due hereunder,

Client will promptly remit the amounts due to MMI. In the event such audit discloses an underpayment of more than five percent (5%) of the amounts payable by Client to MMI for the period audited, Client shall reimburse MMI for the cost of such audit, in addition to the amount of any underpayments and related late charges.

Exhibit A
Business Associate Addendum

I. GENERAL PROVISIONS

Section 1.1. Applicability. This Business Associate Addendum (this “**Addendum**”) relates to Protected Health Information received by MMI from or on behalf of the Client (“**PHI**”).

Section 1.2. HIPAA Amendments. The Parties acknowledge and agree that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations impose requirements with respect to privacy, security and breach notification applicable to Business Associates (collectively, the “**HITECH BA Provisions**”). The HITECH BA Provisions and any other future amendments to HIPAA affecting Business Associate Agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA.

Section 1.3. Regulatory References. A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time. Capitalized terms used in this Addendum without definition shall have the meanings given to them by HIPAA or by this Agreement, as applicable.

II. OBLIGATIONS OF MMI

Section 2.1. Use and Disclosure of PHI. MMI may use and disclose PHI as permitted or required under this Agreement (including this Addendum) or as Required by Law, but shall not otherwise use or disclose PHI. MMI shall not use or disclose PHI received from the Client in any manner that would constitute a violation of HIPAA if so used or disclosed by the Client (except as set forth in Sections 2.1(a), (b) and (c) of this Addendum). To the extent MMI carries out any of the Client’s obligations under the HIPAA Privacy Rule, MMI shall comply with the requirements of the HIPAA Privacy Rule that apply to the Client in the performance of such obligations. Without limiting the generality of the foregoing, MMI is permitted to use or disclose PHI as set forth below:

(a) MMI may use PHI internally for MMI’s proper management and administrative services or to carry out its legal responsibilities;

(b) MMI may disclose PHI to a third party for MMI’s proper management and administration, provided that the disclosure is Required by Law or MMI obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify MMI of any instances of which the person is aware in which the confidentiality of the PHI has been breached;

(c) MMI may use PHI to provide Data Aggregation services as defined by HIPAA;

(d) MMI may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements and Section 11.4 of the Agreement. Without limiting any other rights of MMI under this Agreement, MMI may use, create, sell, disclose to third parties and otherwise commercialize de-identified health information for any purposes not prohibited by law. MMI owns all right, title and interest in such de-identified health information and any data,

information and material created by MMI with such de-identified health information. For the avoidance of doubt, the second and third sentences of this Section 2.1(d) shall survive the expiration or earlier termination of this Agreement;

(e) MMI may use and disclose PHI to develop, create, improve, update or otherwise change currently contracted for or new products and services for Client and other customers of MMI;

(f) MMI may use and disclose PHI for purposes of obtaining an authorization to use and disclose PHI or any other permission from an individual; and

(g) MMI may use and disclose PHI for Research purposes as permitted by applicable law.

Section 2.2. Safeguards. MMI shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI except as otherwise permitted or required by this Addendum. In addition, MMI shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media (“E PHI”) that it creates, receives, maintains or transmits on behalf of the Client. MMI shall comply with the HIPAA Security Rule with respect to E PHI.

Section 2.3. Minimum Necessary Standard. To the extent required by the “minimum necessary” requirements of HIPAA, MMI shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

Section 2.4. Mitigation. MMI shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to MMI) of a use or disclosure of PHI by MMI in violation of this Addendum.

Section 2.5. Subcontractors. MMI shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of MMI. MMI shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to MMI under this Addendum.

Section 2.6. Reporting Requirements.

(a) If MMI becomes aware of a use or disclosure of PHI in violation of this Agreement by MMI or by a third party to which MMI disclosed PHI, MMI shall report any such use or disclosure to the Client without unreasonable delay.

(b) MMI shall report any Security Incident involving E PHI that is not an Unsuccessful Security Incident (as defined below) of which MMI becomes aware without unreasonable delay. MMI hereby notifies Client of pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, interception of encrypted information where the encryption key is not compromised, and other Unsuccessful Security Incidents. MMI will provide additional information about Unsuccessful Security Incidents on a reasonable basis, orally or in writing, if requested by Client. If the HIPAA security regulations are amended to remove the requirement to report Unsuccessful Security Incidents, the requirement hereunder to report Unsuccessful Security Incidents will no longer apply as of the effective date of the amendment. “Unsuccessful Security Incident” means a Security Incident that does not involve unauthorized

access, use, disclosure, modification or destruction of EPHI or interference with an Information System in a manner that poses a material threat to the Confidentiality, Integrity, or Availability of the EPHI.

(c) MMI shall, following the discovery of a Breach of Unsecured PHI, notify the Client of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than sixty (60) days after discovery of the Breach.

Section 2.7. Access to Information. MMI shall make available PHI to Client in accordance with this Agreement for so long as MMI maintains the PHI in a Designated Record Set. If MMI receives a request for access to PHI directly from an Individual, MMI shall forward such request to Client within ten (10) business days. Client shall have the sole responsibility for determining whether to approve a request for access to PHI and to provide such access to the Individual.

Section 2.8. Availability of PHI for Amendment. MMI shall provide PHI to Client for amendment, and incorporate any such amendments in the PHI (for so long as MMI maintains such information in the Designated Record Set), in accordance with this Agreement and as required by 45 C.F.R. § 164.526. If MMI receives a request for amendment to PHI directly from an Individual, MMI shall forward such request to Client within ten (10) business days. Client shall have the sole responsibility for determining whether to approve an amendment to PHI and to make such amendment.

Section 2.9. Accounting of Disclosures. Within thirty (30) business days of written notice by Client to MMI that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), MMI shall make available to Client such information as is in MMI's possession and is required for Client to make the accounting required by 45 C.F.R. § 164.528. If MMI receives a request for an accounting directly from an Individual, MMI shall forward such request to Client within seven (7) business days. Client shall have the sole responsibility for providing an accounting to the Individual.

Section 2.10. Availability of Books and Records. Following reasonable advance written notice, MMI shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by MMI on behalf of, Client available to the Secretary for purposes of determining Client's compliance with HIPAA.

III. OBLIGATIONS OF THE CLIENT

Section 3.1. Permissible Requests. The Client shall not request MMI to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Client.

Section 3.2. Minimum Necessary Information. When Client discloses PHI to MMI, Client shall provide the minimum amount of PHI necessary for the accomplishment of Client's purpose.

Section 3.3. Appropriate Disclosure of PHI to MMI. Client and its employees, representatives, consultants, contractors and agents shall not submit any Protected Health Information to MMI (A) outside of the Hosted Software or the Device Software, including but not limited to submissions to any online forum made available by MMI to its customers, email transmissions, and submissions through any support website, portal, or online help desk or similar service made available by MMI outside of the Hosted Software and the Device Software; or (B) directly to any third party involved in the provision of an online forum, email, support website, online help desk or other service described in (A), above.

Section 3.4. Permissions; Restrictions. Client warrants that it has obtained and will obtain any consent, authorization and/or other legal permission required under HIPAA and other applicable law for the disclosure of PHI to MMI. Client shall notify MMI of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect MMI's use or disclosure of PHI. Client shall not agree to any restriction on the use or disclosure of PHI under 45 CFR § 164.522 that restricts MMI's use or disclosure of PHI under this Agreement (including under this Addendum) unless such restriction is Required By Law or MMI grants its written consent.

Section 3.5. Notice of Privacy Practices. Except as Required By Law, with MMI's consent or as set forth in this Agreement, Client shall not include any limitation in Client's notice of privacy practices that limits MMI's use or disclosure of PHI under this Agreement (including this Addendum).

IV. TERMINATION OF THIS AGREEMENT

Section 4.1. Addendum Term. Without limiting any other term of this Agreement (including this Addendum), this Addendum shall continue in full force and effect for so long as MMI maintains any PHI.

Section 4.2. Termination Upon Breach of this Addendum. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by either Party (the "**Non-Breaching Party**") upon ninety (90) days written notice to the other Party (the "**Breaching Party**") in the event that the Breaching Party materially breaches this Addendum in any material respect and such breach is not cured within such ninety (90) day period. Any determination of whether a material breach has been cured shall be made by MMI in its sole discretion.

Section 4.3. Return or Destruction of PHI upon Termination. Upon termination of this Agreement, MMI shall return or destroy all PHI received from Client or created or received by MMI on behalf of Client and which MMI still maintains as PHI. Notwithstanding the foregoing, to the extent that MMI determines, in its sole discretion, that it is not feasible to return or destroy such PHI, this Addendum (including, without limitation, Section 2.1(d) of this Addendum) shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

Exhibit B
SERVICE LEVEL AGREEMENT

General Support

MMI will use commercially reasonable efforts to provide telephone help desk and online support services between the hours of 8:00 a.m. and 8:00 p.m., Eastern Time, Monday through Friday other than holidays observed by MMI.

EMA

If the Subscription Services include a subscription to EMA, then commencing as of the later of (i) the Contract Date and (ii) the Product Delivery Date for EMA, MMI shall provide 99% availability for EMA during each calendar month during the Product Term for EMA except for: (a) down time outside of normal business hours (business days during 8:00 a.m. to 10:00 p.m., Eastern time); (b) planned down time, which MMI shall use reasonable commercial efforts to be outside of normal business hours for which MMI gives reasonable notice on its website(s), by email or otherwise that EMA will be unavailable; or (c) down time caused by circumstances beyond MMI's reasonable control, including without limitation, a Force Majeure Event, computer or telecommunications failures or delays involving hardware or software not within MMI's possession or reasonable control, and network intrusions or denial of service attacks (the "**Minimum EMA Service Level**"). Without limiting the generality of the foregoing, any planned down time shall be for no longer than necessary to complete system maintenance or implement updates or other improvements. If MMI fails to meet the Minimum EMA Service Level for any calendar month during the Product Term for EMA as reasonably determined by MMI by reference to its server logs and other technical data, Client's sole and exclusive remedy shall be for Client to receive a pro-rata decrease in its Fees for EMA for the calendar month following the calendar month in which such deficiency occurs, up to the full amount of Client's Fees for EMA for such calendar month. The pro-rata decrease will be calculated so that a 1% deficiency from the Minimum EMA Service Level equals a decrease that is equal to 1% of the Fees for EMA payable with respect to the applicable calendar month. All such decreases shall be applied against Client's account as a credit. To receive the credits described in this paragraph, Client must notify MMI of its credit request within ten (10) days from the end of the calendar month in which such deficiency occurred. Failure to comply with this requirement will forfeit Client's right to receive a credit. Credits will be applied against amounts otherwise payable by Client after the date of such request and in no event shall MMI, as a result of a credit request, be required to refund any amounts previously paid by Client to MMI. The Parties acknowledge and agree that (1) Client's actual damages for MMI's failure to meet the Minimum EMA Service Level would be difficult to establish, (2) such credits are a reasonable estimate of Client's damages, and (3) such credits serve as liquidated damages and not as a penalty. This Exhibit shall not apply to any "beta" or similar in-development versions of EMA that MMI may make available for evaluation purposes. For the avoidance of doubt, MMI shall resolve any questions about the application of this paragraph to bundled pricing arrangements in its sole discretion.

PM

Commencing as of the later of (i) the Contract Date and (ii) the Product Delivery Date for PM, if the Subscription Services include a subscription to PM then MMI shall provide 99% availability for PM during each calendar month during the Product Term for PM except for: (a) down time outside of normal business hours (business days during 8:00 a.m. to 10:00 p.m., Eastern time); (b) planned down time, which MMI shall use reasonable commercial efforts to be outside of normal business hours for which MMI gives reasonable notice on its website(s), by email or otherwise that PM will be unavailable; or (c) down time caused by circumstances beyond MMI's reasonable control, including without limitation, a Force Majeure

Event, computer or telecommunications failures or delays involving hardware or software not within MMI's possession or reasonable control, and network intrusions or denial of service attacks (the "**Minimum PM Service Level**"). Without limiting the generality of the foregoing, any planned down time shall be for no longer than necessary to complete system maintenance or implement updates or other improvements. If MMI fails to meet the Minimum PM Service Level for any calendar month during the Product Term for PM as reasonably determined by MMI by reference to its server logs and other technical data, Client's sole and exclusive remedy shall be for Client to receive a pro-rata decrease in its Fees for PM for the calendar month following the calendar month in which such deficiency occurs, up to the full amount of Client's Fees for PM for such calendar month. The pro-rata decrease will be calculated so that a 1% deficiency from the Minimum PM Service Level equals a decrease that is equal to 1% of the Fees for PM payable with respect to the applicable calendar month. All such decreases shall be applied against Client's account as a credit. To receive the credits described in this paragraph, Client must notify MMI of its credit request within ten (10) days from the end of the calendar month in which such deficiency occurred. Failure to comply with this requirement will forfeit Client's right to receive a credit. Credits will be applied against amounts otherwise payable by Client after the date of such request and in no event shall MMI, as a result of a credit request, be required to refund any amounts previously paid by Client to MMI. The Parties acknowledge and agree that (1) Client's actual damages for MMI's failure to meet the Minimum PM Service Level would be difficult to establish, (2) such credits are a reasonable estimate of Client's damages, and (3) such credits serve as liquidated damages and not as a penalty. This Exhibit shall not apply to any "beta" or similar in-development versions of PM that MMI may make available for evaluation purposes or to any clearinghouse or other third party services. For the avoidance of doubt, MMI shall resolve any questions about the application of this paragraph to bundled pricing arrangements in its sole discretion.

THIS EXHIBIT STATES THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND MMI'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE UNAVAILABILITY OF ANY SUBSCRIPTION SERVICES.

Exhibit C

I. American Medical Association

The Products may contain certain “Editorial Content” provided under license from the American Medical Association (“AMA”). “**Editorial Content**” means content from the print publication *Current Procedural Terminology, Fourth Edition* (“**CPT Book**”) and the data file(s) of *Current Procedural Terminology* (“**CPT®**”) including CPT® Standard, CPT® Enhanced and Developer’s Toolkit, all as available from the AMA (individually and collectively called “**CPT Data File**”) published by the AMA in the English language as used in the United States (collectively, “**CPT**”), a coding work of nomenclature and codes for reporting of healthcare services, together with (a) content from the data file published by the AMA of the *International Classification of Diseases 9th Revision Clinical Modification Volume 1* (“**AMA’s Version of ICD-9-CM**”); (b) content from the data file published by the AMA of the *International Classification of Diseases 10th Revision Clinical Modification and Procedure Coding System* (“**AMA’s Version of ICD-10-CM/PCS**”); and (c) content from the data file published by the AMA of the *Healthcare Common Procedure Coding System Level II* (“**AMA’s Version of HCPCS**”).

Restrictions. Client acknowledges that its right to use the Editorial Content will be non-exclusive, non-transferable, for the sole purpose of internal use by Client in connection with the Products, within the United States of America. The Client shall not publish, distribute via the Internet or other public computer based information system, create derivative works (including translations), transfer, sell, lease, license or otherwise make available to any unauthorized party the Editorial Content. Client shall ensure that anyone with authorized access to the Products will comply with the foregoing restrictions. The provision of updated Editorial Content in the Products is dependent on continuing contractual relationship between MMI and the AMA, and neither MMI nor the AMA make any representations that the Editorial Content will continue to be available. The Client may not make any copies of the Editorial Content. All notices of proprietary rights relating to the Editorial Content, including trademark and copyright notices, must appear on all permitted back up or archival copies of the Products. If any of the terms of this Section I of this Exhibit are determined to violate any law or to be unenforceable, the remainder of the terms will continue in full force and effect. If Client violates any terms of this Section I of this Exhibit, Client’s rights to use the Editorial Content will terminate automatically. Client acknowledges and agrees that only Physician Authorized Users, physician assistant Authorized Users and nurse practitioner Authorized Users are authorized to use the Editorial Content to finalize patient visit notes within EMA and PM.

WITHOUT LIMITING THE TERMS OF SECTION 11 OF THIS AGREEMENT, THE EDITORIAL CONTENT IS PROVIDED “AS IS” WITHOUT WARRANTY BY THE AMA, AND AMA WILL HAVE NO LIABILITY IN CONNECTION WITH THE EDITORIAL CONTENT, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT IT WILL MEET THE END USER’S REQUIREMENTS, OR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN EDITORIAL CONTENT.

Client hereby acknowledges the following: CPT is copyrighted by the AMA and that CPT is a registered trademark of the AMA.

Applicable FARS/DFARS Restrictions Apply to Government Use.

U.S. Government Rights

This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable, which

was developed exclusively at private expense by the American Medical Association, AMA Plaza, 330 N. Wabash Ave., Suite 39300, Chicago, IL 60611-5885. U.S. government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (November 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable, for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) and/or subject to the restricted rights provisions of FAR 52.227-14 (December 2007) and FAR 52.227-19 (December 2007), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

II. QLIKView

If any of the Products provided by MMI to Client include any software of QlikTech Inc. (“**QlikTech Software**”) then the following additional terms shall apply:

1. Client is prohibited from using the QlikTech Software in any way other than integrated with the data structures of the Products containing such QlikTech Software. Client may under no circumstances whatsoever use the QlikTech Software independently or separated from the Products containing such QlikTech Software.
2. Client has no ownership rights in any Products. Ownership of the QlikTech Software and the copyright and all other intellectual property rights in and associated with the QlikTech Software shall remain at all times with QlikTech or its licensors. Client shall not have any rights in the trademarks, services marks or designs of QlikTech, all of which remain the exclusive property of QlikTech.
3. Client shall not sub-license, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works of any Products containing QlikTech Software or any part thereof.
4. Client shall not reverse engineer, decompile, disassemble, translate, or adapt any Products containing QlikTech Software, nor shall Client attempt to create the source code from the object code of any Products containing QlikTech Software.
5. Client shall have no right to grant sub-licenses or to assign the benefit of burden of this Agreement in whole or in part. Further, Client shall discontinue use and destroy or return all copies of the any Products containing QlikTech Software on termination of this Agreement.

III. Intelligence Medical Objects End User License Agreement (“EULA”)

If any of the Products provided by Modernizing Medicine to Client include any software of Intelligence Medical Objects, Inc. (“**IMO**”), then the following terms and conditions shall govern Client’s access to and use of the Licensed Solutions as identified in the Agreement. In the event of a conflict between this EULA and any of the Transaction Documents, this EULA shall prevail.

1. Licensed Solutions. IMO grants to Client a non-exclusive, personal, non-transferable, limited license to use the Licensed Solutions during the Term, subject to the terms of this EULA. Client shall not (a) cause or permit the Licensed Solutions, in whole or in part, to be available to any other person, entity or business; (b) copy (except for backup or disaster recovery operations), reverse engineer, create a cache of, decompile or disassemble the Licensed Solutions, in whole or in part; (c) modify, combine, integrate, render interoperable, the Licensed Solutions with any other software or services not contemplated by this EULA; (d) share, sell, rent, lease, or otherwise distribute access to the Licensed Solutions, or use the Licensed Solutions to operate any timesharing, service bureau, or similar business; (e) alter, destroy or otherwise remove any proprietary notices within the Licensed Solutions; or (f) disclose the results of any benchmark

tests to any third parties without IMO's prior written consent. IMO and IMO's licensors retain and own all right, title, and interest in all intellectual property rights in the Licensed Solutions, and all enhancements, revisions or improvements to, or derivative works the foregoing. If Client provides IMO with any suggested improvements, or requests additions or changes to the Licensed Solutions, Client grants IMO a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements, additions or changes. Third Party Components will be provided under the applicable terms of the third party supplier. IMO makes no representations or warranties regarding the Third Party Components.

2. Warranty Disclaimer. THE LICENSED SOLUTIONS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. IMO DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IMO DOES NOT WARRANT THAT THE LICENSED SOLUTIONS WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET CLIENT'S REQUIREMENTS.

3. Professional Responsibility. Client acknowledges and agrees that the Licensed Solutions are information management tools that require the involvement of professional medical personnel and the information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client further acknowledges and agrees that the Licensed Solutions are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines. Client will be solely responsible for the professional and technical services provided by Client and Client Users. IMO does not make any representations concerning the completeness, accuracy or utility of any information in the Licensed Solutions, and will have no liability for the consequences to Client or Client's patients of Client's use of the Licensed Solutions.

4. Disclaimer of Liability. EXCEPT FOR IMO'S INDEMNIFICATION OBLIGATIONS IN THE FOLLOWING SECTION, IN NO EVENT SHALL IMO BE LIABLE TO ANY PERSON INCLUDING, BUT NOT LIMITED TO CLIENT OR CLIENT'S PATIENTS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR THE LICENSED SOLUTIONS. IMO'S TOTAL LIABILITIES ARISING OUT OF OR RELATED TO THIS EULA ARE LIMITED TO THE FEES RECEIVED BY IMO FOR CLIENT'S USE OF THE LICENSED SOLUTIONS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

5. IMO's Indemnification. Subject to the provisions set forth herein, IMO will defend or, at its option, settle any claim or action brought against Client by an unaffiliated third party to the extent it is based on a claim that the Licensed Solutions directly infringe such third party's United States patent, trademark or copyright (each, a "Claim"), and IMO will pay any final judgment of the Claim awarded against Client by a court of competent jurisdiction, or settlement of the Claim agreed to by IMO. IMO will have the foregoing obligation under this Section only if Client provides IMO with (a) prompt written notice of the Claim, (b) sole control and authority over the defense and any settlement of the Claim, and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such Claim. IMO shall have no indemnification obligation or liability for any Claim or infringement resulting from (i) Client's continued use of the infringing Licensed Solution after receipt of notice of a claim; (ii) modifications to the Licensed Solutions by any party other than IMO; (iii) any development of, or modifications made to, the Licensed Solutions pursuant to Client's designs, specifications or instructions; (iv) the combination or use of the Licensed Solutions with other products, processes or materials if the Licensed Solution itself does

not infringe; or (v) Client's use of the Licensed Solutions other than in accordance with the Documentation or the terms of this EULA.

6. Client's Indemnification. Client will defend, indemnify and hold IMO and its officers, directors, and agents harmless against third party claims, liabilities, judgments, settlements, penalties, and causes of action ("**Third Party Claims**") and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the Licensed Solutions by Client; provided however, that the foregoing indemnity will not apply to the extent Client has used the Licensed Solutions in accordance with the Documentation and applicable standards of good clinical practice and the proximate and direct cause of the Third Party Claim is IMO's negligence or willful misconduct in providing the Licensed Solutions.

7. Data. Client retains all rights with regard to Client's Data and IMO may only use Data as expressly permitted by this EULA. IMO may use, disclose, and retain Data to perform, support, and improve the Licensed Solutions and for purposes permitted by Applicable Laws.

8. General. Client agrees that IMO shall be, and is hereby, named as an express third-party beneficiary of this EULA for the purpose of enforcing at law and at equity all terms set forth in this EULA. Client will ensure that anyone with authorized access to the Licensed Solutions will comply with the provisions of this EULA. If any provision of this EULA is determined to be unenforceable, the rest of this EULA will remain in full force. The delay or failure to assert a right herein or to insist upon compliance with any term or condition of this EULA shall not constitute a waiver of that right or excuse a subsequent failure to perform any term or condition. Client may not assign any of the rights herein without prior written approval from IMO. This EULA will be governed by the State of Illinois without regard to choice-of-law principles. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action arising under or related to the subject matter of this EULA and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois. This EULA is the entire agreement between Client and IMO as to the subject matter. This EULA may be terminated by IMO at any time if: (i) Client violates any provision of this EULA; or (ii) Modernizing Medicine's relationship with IMO terminates. If this EULA is terminated for any reason, Client agrees to immediately return or destroy all copies of the Licensed Solutions and all accompanying items and certify the return or destruction thereof. Client acknowledges that the Service includes SNOMED Clinical Terms (SNOMED CT®) which is used by permission SNOMED International. All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the SNOMED International.

9. Definitions.

"**Applicable Laws**" means all applicable local, state, federal and international laws and regulations.

"**Data**" means data that is collected, stored, processed or generated through Client's use of the Licensed Solutions.

"**Documentation**" means the printed and on-line materials, user guides, product specifications, training manuals and other similar information that assist Client, as updated from time to time.

"**Licensed Solutions**" means the terminology products and/or software programs developed by IMO, and accessed by Client pursuant to the agreement between Client and Modernizing Medicine.

"**Term**" means the term of the agreement between Client and Modernizing Medicine that provides for use of the Licensed Solutions.

"**Third Party Components**" means all third party software and content included in the Licensed Solutions as identified in the Documentation.

EXHIBIT D

SPEECH TO TEXT ADDENDUM

The following terms apply to the extent that any SPT Authorized Users elect to use the SPT Module:

A. NEITHER MMI NOR ITS LICENSORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SPT MODULE. MMI AND ITS LICENSORS HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SPT MODULE IS MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE”, “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER MMI NOR ITS LICENSORS WARRANT OR MAKE ANY REPRESENTATION REGARDING (A) THE USE OR THE RESULTS OF THE USE OF THE SPT MODULE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, OR (B) THE ACCURACY OF TEXTUAL RESPONSES, INFORMATION OR OTHER DATA PROVIDED BY THE SPT MODULE. CLIENT ACKNOWLEDGES THAT THE TEXTUAL RESPONSES PROVIDED BY THE SPT MODULE MAY NOT ACCURATELY CAPTURE THE SPT AUTHORIZED USER’S UTTERANCES FOR A VARIETY OF REASONS, INCLUDING, WITHOUT LIMITATION, DUE TO INAUDIBILITY, SPEECH IMPEDIMENTS OR ACCENTS OF THE SPT AUTHORIZED USER OR EQUIPMENT OR SOFTWARE MALFUNCTIONS. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE TEXTUAL RESPONSES AND RESULTS PRODUCED BY USING THE SPT MODULE.

NEITHER MMI NOR ITS LICENSORS SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR INABILITY TO USE THE SPT MODULE INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF DATA, INFRINGEMENT CLAIMS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

MMI MAKES NO CLAIM OR REPRESENTATION REGARDING, AND EXPRESSLY DISCLAIMS RESPONSIBILITY FOR, THE ACCURACY, QUALITY, LEGALITY, NATURE, AVAILABILITY, OR RELIABILITY OF THE SPT MODULE OR THE RESULTS OF ITS USE.

CLIENT EXPRESSLY AGREES THAT NEITHER MMI NOR NUANCE ARE LICENSED HEALTHCARE PROVIDERS, AND THAT THE DICTATION SERVICES ARE NOT TO BE USED AS A SUBSTITUTE FOR INDEPENDENT MEDICAL DECISION MAKING BY A QUALIFIED HEALTHCARE PRACTITIONER. CLIENT IS SOLELY RESPONSIBLE FOR ITS AND ITS SPT AUTHORIZED USERS’ CONDUCT WITH RESPECT TO PATIENT CARE, AND ANY RELIANCE UPON THE DICTATION SERVICES SHALL NOT DIMINISH THE CLIENT’S AND ITS SPT AUTHORIZED USERS’ RESPONSIBILITY FOR PATIENT CARE THAT THE CLIENT OR ITS SPT AUTHORIZED USERS MAY BE INVOLVED OR ASSOCIATED WITH.

IN NO EVENT WILL MMI, NUANCE OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY CLAIM ARISING WITH RESPECT TO THE SPT MODULE OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION. IN NO EVENT SHALL MMI, NUANCE OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY

DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR COST OF COVER, EVEN IF MMI, NUANCE OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF CLIENT IS LOCATED IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO IT, AND CLIENT MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS EXHIBIT APPLY TO CLIENT TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH THE CLIENT AND ITS SPT AUTHORIZED USERS ARE LOCATED.

B. Client acknowledges and agrees that Nuance retains all right, title and interest in and to the original, and any copies, of the Dictation Software and the Dictation Services. Client shall not itself, or through any SPT Authorized User (nor shall any SPT Authorized User or any third party): (a) access the Dictation Services with software or means other than the Dictation Software; (b) copy, reproduce, distribute, or in any other manner duplicate the Dictation Software, in whole or in part; (c) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Dictation Software or Dictation Services, in whole or in part; (d) modify, port, translate, or create derivative works of the Dictation Software or Dictation Services; (e) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Dictation Software or Dictation Services by any means; (f) remove any proprietary notices, labels or marks from the Dictation Software; (g) release to any third party the results of any benchmark testing of the Dictation Software or Dictation Services; (h) knowingly take any action that would cause any Dictation Software to be placed in the public domain; or (k) remove the Dictation Software from the Dictation Module or use the Dictation Software other than as part of the SPT Module.

C. Client (for itself and the SPT Authorized Users) acknowledges, consents and agrees that MMI and Nuance have the right to collect audio files, associated transcripts and log files generated in connection with the SPT Module and the Dictation Services (“**Speech Data**”) in order for MMI and Nuance to develop, train, tune, enhance and improve the speech recognition and other components of the SPT Module, Dictation Software and Dictation Services. Nuance may only provide access to Speech Data to third parties acting under the direction of Nuance in order to fulfill the foregoing use of the Speech Data. In the event that Speech Data consists of or contains personal data of Client or its customers, Client shall obtain the necessary consents in order for MMI and Nuance to use the Speech Data in accordance with this Section and Client hereby consents to the retention and use of the Speech Data as provided in this Section. Client shall hold MMI and Nuance harmless against any claim based on a lack of consent to carry out the activities set out in this Section. Without limiting the foregoing, Client shall indemnify and hold harmless MMI and its Affiliates, their licensors and their respective officers, directors, employees and agents, from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses (including reasonable attorneys’ fees and costs), which arise from any claim or allegation based on a lack of consent for the carrying out of the activities set forth in this Section or any other violation of this Section. Client further acknowledges and agrees that MMI may disclose confidential information to Nuance provided that Nuance is subject to a written agreement governing the maintenance of the confidentiality of such confidential information. Without limiting the foregoing, Client hereby consents, and agrees that it shall cause each of its SPT Authorized Users to consent, to the provision of any utterances received by the SPT Module to Nuance for processing and shall ensure that Client and its SPT Authorized Users have obtained all necessary

consents under applicable laws and regulations to provide any personal data included in such utterances to MMI and Nuance.

D. Client's rights to the Dictation Services and Dictation Software may be terminated by Nuance upon written notice if Client (directly or through a SPT Authorized User) breaches any of the terms in Section 2.10 of this Agreement or this Exhibit, and fails to cure such breach within thirty (30) days from receipt of written notice specifying such breach. Client's rights to the Dictation Services and Dictation Software may be terminated upon written notice in the event Client (directly or through a SPT Authorized User) violates the intellectual property rights associated with the Dictation Services or Dictation Software.

F. The Client acknowledges and agrees that MMI's licensors, including Nuance, may independently protect their rights in the event of any violation of this Exhibit and Nuance and any other such licensors are intended third party beneficiaries of this Exhibit.

G. The Dictation Software and the Dictation Services may contain a copy of the Speex codec in executable form. Use of the Speex codec is subject to the conditions and disclaimers listed in revised BSD license found at <http://www.xiph.org/licenses/bsd/speex/>. ©2002-2003, Jean-Marc Valin/Xiph.Org Foundation.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS FOR CERTAIN THIRD PARTY PRODUCTS AND SERVICES

Reference is made to Section 2.15.6 of these Terms and Conditions, which applies to all third party products and services offered or furnished with PM, including those mentioned below. Following are additional terms and conditions that pertain to certain such third party products and services.

1. **Clearinghouse Services.** Client acknowledges that utilization of certain patient insurance eligibility and claims processing functions in PM requires a third party clearinghouse.
 - a. As of the Contract Date PM integrates with TriZetto Provider Solutions, LLC (“**TriZetto**”) as a third party provider of such services.
 - b. In order to use such functions in PM, Client must establish service with TriZetto through Modernizing Medicine. A new account specific to PM is required even if Client already has a preexisting account with TriZetto. Client cannot cancel an order submitted for TriZetto service until Client’s TriZetto account has been activated (and will then be responsible for any fees or charges associated with such cancellation).
 - c. All orders for TriZetto services relating to PM, including changes in or cancellation of such services, must be placed through Modernizing Medicine.
 - d. Unless instructed otherwise by Modernizing Medicine, Client will direct any user support questions or issues relating to TriZetto services solely to TriZetto.
 - e. Client will comply with the terms and conditions for the TriZetto services set forth in **Exhibit E-1** to this **Exhibit E**. These terms and conditions take precedence over any other conflicting terms or conditions of this Agreement, but solely with respect to the TriZetto services under this **Exhibit E**.
 - f. The fees for the TriZetto services are specified on **Exhibit E-2** and are subject to change upon notice. Client shall pay all such fees to MMI in accordance with the terms of this Agreement.
 - g. Client is advised to continue its preexisting practice management and clearinghouse systems and services until such time as all claims initiated through its prior practice management and clearinghouse systems and services are resolved to Client’s satisfaction.

EXHIBIT E-1

TRIZETTO END USER LICENSE AGREEMENT PROVISIONS

As used in this **Exhibit E-1**:

“**EDI Services**” means the TriZetto services to which Client subscribes.

“**End User**” means Client.

“**Territory**” means the United States of America.

The access to, and ability to, receive the EDI Services pursuant to this End User License Agreement are rights granted, not sold, to the End User and the End User receives no title to or ownership in the EDI Services themselves. Furthermore, the End User receives no rights to the EDI Services other than those specifically granted in Section 1 of this End User License Agreement.

1. RIGHTS and RESPONSIBILITIES.

1.1. Grant of Rights. Subject to the other provisions of the Agreement, End User is granted a right to access the System and use the EDI Services in the Territory in accordance with this Agreement and for its internal business operations. Rights granted hereunder will be for the term of this Agreement subject to the termination provisions of this Agreement. For purposes of this End User License Agreement, “**System**” means TriZetto's electronic data interchange system.

1.2. Responsibilities. End User shall limit access to the System and use of the EDI Services to authorized users and for authorized use only. End User is responsible for computer servers, workstations, printers, routers, modems and other related communications equipment used by End User to access the EDI Services. End User accepts responsibility for and acknowledges that End User will exercise independent judgment in its use of the EDI Services and shall be solely responsible for such independent judgment. End User acknowledges that the EDI Services are in no way intended to intervene in the rendering of healthcare services. End User may translate information from the EDI Services into other internal software applications or manual work processes for purposes directly related to authorized use of the EDI Services. However, End User may not translate, disclose, or create any derivative work products from the EDI Services for any commercial purposes or for distribution to another entity.

1.3. Restrictions. Except to the extent the Agreement expressly provides otherwise, End User shall not, and shall not permit any other entity to: (i) sell, resell, lease, license, sublicense, rent, distribute, disclose or encumber the EDI Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to decrypt, discover or use the source code for the EDI Services; (iii) make unauthorized copies of EDI Services; (iv) use the EDI Services to provide service bureau, business process outsourcing, administrative, application support, timesharing, SaaS, or similar services to any entity; (v) modify any EDI Service, or the structure or schema of any database used by any of the foregoing, except to the extent that applicable law grants End User a right to do so and the right cannot be waived by contract; and (vi) remove, modify, or obscure any proprietary rights notices contained on or in the EDI Services.

1.4. Acknowledgements. End User acknowledges that (i) the EDI Services are controlled by TriZetto and End User has no right to receive a copy of the object code, source code or content used to provide any EDI Service; (ii) TriZetto will update the EDI Services from time to time, which means that the EDI Services will evolve and some changes will occur automatically while others may require End User to schedule and implement the changes; and (iii) the System and the EDI Services may be protected by license keys, authentication procedures or other security mechanisms designed to protect them from unauthorized access or use.

2. SERVICES; OPERATIONS. This Agreement sets forth the terms and conditions under which the EDI Services shall be provided to the End User. The term EDI Services includes any and all enhancements to the EDI Services. TriZetto shall support file transfer protocol or website processing of Claims by either electronic or paper means. Details regarding System operations, processing times and customer support are available at. <http://www.trizetto.com/Provider-Solutions/Operations/>. Upon notice to End User, TriZetto may revise such details from time to time so long as such revisions do not materially diminish the functionality of the EDI Services. For purposes of this End User License Agreement, "**Claims**" means healthcare transactions between End User and government agencies, insurance carriers and other companies.

3. DISCLAIMER. TRIZETTO MAKE NO EXPRESS WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND OF NONINFRINGEMENT. TRIZETTO SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING UNDER STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TRIZETTO DOES NOT WARRANT THAT EDI SERVICES WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS.

4. END USER OBLIGATIONS.

4.1. **Data.** As used in this Attachment E-1, "**End User Data**" means data that originates from End User and that is (a) processed by the EDI Service or stored within the EDI Service, or (b) provided to TriZetto to be processed or stored by TriZetto in connection with the performance of the EDI Service, including all of the corrections and updates to the data and all copies of the data created by TriZetto. End User is responsible for the completeness and accuracy of all End User Data submitted to TriZetto. End User acknowledges that TriZetto has no input with respect to such End User Data. End User shall provide TriZetto with all technical data and all other information TriZetto may reasonably request from time to time to allow TriZetto to supply the EDI Services to End User. Information supplied by End User shall be complete, accurate, and given in good faith.

4.2. **Authorization.** End User shall cooperate with TriZetto and shall execute and deliver such documents and take such other actions as TriZetto may reasonably request for the purposes of completing any electronic data interchange insurance plan enrollment and registration forms that may be required by a Payer. As used in this Attachment E-1, "**Payer**" means an entity other than the patient that finances or reimburses the cost of health services, for example, insurance carriers, other third-party payers, or health plan sponsors (employers or unions). In order to provide EDI Services, End User authorizes TriZetto to receive EDI transactions from End User. EDI transactions shall be provided to TriZetto in a mutually acceptable form and manner.

5. INDEMNITY OBLIGATION.

5.1. **IP Indemnification.** If an unaffiliated third party brings a claim in the United States against Client because its authorized use of the EDI Services infringed, violated or misappropriated, or is alleged to have infringed, violated or misappropriated, the third party's Intellectual Property Rights (a "**Third-Party IP Claim**"), then TriZetto shall defend the claim, pay all defense costs, pay any settlement amount negotiated by TriZetto, and pay all damages awarded by a court after all appeals have concluded. If a Third-Party IP Claim will bar End User's use of the applicable EDI Service, then TriZetto shall at its cost and in its sole discretion undertake commercially reasonable efforts to (i) modify the EDI Service to make it noninfringing; (ii) procure any license necessary to permit End User to exercise the rights granted under the Agreement; (iii) replace the affected EDI Service with one that is functionally comparable and noninfringing; or (iv) terminate this Agreement.

5.2. **Exceptions.** TriZetto has no obligations for any Third-Party IP Claim to the extent that it arises or results from (i) use or combination with hardware or software items other than those indicated as being compatible in applicable Documentation; (ii) a modification or enhancement made by any entity other than TriZetto or its authorized agents or contractors; (iii) use not contemplated by the Agreement or Documentation; (iv) TriZetto's compliance with instructions, designs, specifications, directions or technical information provided by End User.

5.3. **Procedure.** TriZetto's indemnity obligations in this **Section 5** are conditioned on the End User (i) promptly notifying TriZetto of any claim subject to or potentially subject to an indemnification obligation; (ii) cooperating with the TriZetto in the defense of the claim; and (iii) granting TriZetto sole control of the defense and settlement of the claim. End User may monitor the defense undertaken by TriZetto at the End User's expense and with counsel of its choosing.

5.4. **Sole and Exclusive.** This **Section 5** states the sole and exclusive obligations and liabilities of TriZetto for any Third-Party IP Claims.

6. LIABILITY

6.1. Limitations of Liability.

(a) **Exclusion of Certain Damages.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS END USER LICENSE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, OR GOODWILL.

(b) **Cap on Liability.** TriZetto's entire liability for all losses, liabilities and damages arising out of, or related in any way to this End User License Agreement, is limited to the amount paid by End User for the EDI Services, but in no event shall TriZetto's liability in the aggregate for all claims and causes of action under this End User License Agreement exceed the total of all payments received by TriZetto with respect to such End User in the 12-month period immediately preceding the first claim brought by End User under this End User License Agreement.

6.2. **Application.** To the maximum extent permitted by law, **Section 6.1 Limitations of Liability** applies (i) regardless of the form of action or theory of liability (including breach, negligence, misrepresentation, strict liability or other contract or tort claim), and (ii) whether or not the Party was advised of the possibility of damages and whether or not the damages were reasonably foreseeable. TriZetto's cap on liability defines the maximum amount for which TriZetto is responsible.

6.3. **Exceptions.** **Section 6.1** shall not apply to (i) claims related to any default of a confidentiality obligation; (ii) indemnity obligation under **Section 5**; (iii) claims by TriZetto for infringement, violation, or misappropriation of intellectual property rights; or (iv) any failure by a Party to pay any amounts due to the other Party.

Exhibit E-2

FEEES FOR TRIZETTO SERVICES

Charges (per event)	
Initiation/Set Up Fee	None
Paper Recall Letter Fees ¹	\$0.60 per page (includes postage)
Paper Patient Statement Fees ^{1,2}	<ul style="list-style-type: none"> • \$0.74 for the 1st page of a statement then \$0.21 for each additional page of that statement (includes postage) • Subject to a \$22.00 minimum monthly charge regardless of usage (with any underage in a month forfeited)
Workers Compensation, Auto Accident and Liability Claim Fees	\$0.85 per electronically submitted claim

¹ May be increased to reflect increases in postage.

² For each forward of a statement a National Change of Address (NCOA) a fast-forward fee of \$.55 will be charged and for each undeliverable address a Coding Accuracy Support System (CASS) fee of \$.10 will be charged. These amounts are subject to change.

EXHIBIT F

PATIENT REMINDERS AND PATIENT SURVEYS ADDENDUM

The following additional terms and conditions pertain to the Client's use of Patient Reminders and/or Patient Surveys:

1. Certain Definitions.

"Client Data" has the meaning set forth in the Agreement and, for the avoidance of doubt, also includes all data entered into the Services (i) by a Client or (ii) by or on behalf of a Client pursuant to a conversion of data from another system or through an interface, in each case as such data is maintained in the Services from time to time; provided, however, that the De-Identified Usage and Statistical Data do not comprise Client Data.

"Documentation" means any content in any format (including electronic, online, video, or printed) for use in implementing, configuring, operating, maintaining and supporting the Services (including user guides and manuals, training materials and videos, troubleshooting guides and tip sheets, FAQs, customer support talk tracks and scripts, technical diagrams and flowcharts, and functional specifications) and any and all revisions, modifications, and updates thereof that are provided or made available to Client by or on behalf of Modernizing Medicine, and any derivative works of the foregoing, as they may be updated from time to time including in connection with the release of any patch, bug fix, release, version, modification or successor to the Services. Documentation shall comprise part of the Written Documentation as such term is defined in the Agreement.

"Licensed Materials" means the Services and the Documentation.

"De-Identified Usage and Statistical Data" means (i) statistical information regarding the use of and interaction with the Services by Client and Client users, and (ii) metadata regarding Client Data and versions of Client Data that are de-identified in accordance with HIPAA, provided that, in the case of both clauses (i) and (ii), such statistical information, metadata, and de-identified data reasonably cannot be used to identify Client or any individual.

"Services" means the patient engagement products and services and related software and proprietary content, including any patch, bug fix, release, version, modification or successor to the Services related thereto, provided to Client as software as a service (SaaS) pursuant to this Agreement, together with any associated database structures and queries, interfaces, tools, and the like, and any derivative works of the foregoing.

2. Patient Consent. Client represents and warrants that Client has obtained and will obtain any consent, authorization and/or other permission required under the Telephone Consumer Protection Act ("TCPA") or other applicable law to send text messages, to make automated or pre-recorded calls, or make other communications to patients or other individuals through the use of any product or service provided by Modernizing Medicine or a Modernizing Medicine Affiliate or otherwise made available to Client in connection with this Agreement (including, without limitation, the Order Form). Client acknowledges and agrees that (a) Client is responsible for determining Client's obligations under TCPA and other applicable laws governing the use of automatic telephone dialing systems or sending of text messages, automated or pre-recorded calls, or other communications, and (b) Modernizing Medicine has not and is not providing legal advice to Client with respect to Client's obligations under TCPA or other applicable law. Client shall indemnify and hold harmless Modernizing Medicine and Modernizing Medicine's Affiliates and each of their respective officers, directors, employees and agents, from and against any and all damages, liabilities, penalties, interest, fines, costs and expenses (including reasonable attorneys' fees and expenses) or other losses, arising, directly or indirectly, out of or relating to any claim or allegation that Client failed to obtain a permission required hereunder. Without limiting Client's other obligations under this Agreement

(including, without limitation, the Order Form) and pursuant to applicable law, Client shall obtain a written consent, in substantially the form set forth below, from any patient, personal representative of a patient or other individual to whom Client sends any communication using any product or service provided by Modernizing Medicine or a Modernizing Medicine Affiliate or otherwise made available to Client in connection with this Agreement (including, without limitation, the Order Form):

Consent to Text Messages, Automated or Pre-Recorded Calls and Other Communications

By supplying my home telephone number, mobile telephone phone number, email address, or other personal contact information, I consent to [Client]'s use (including through a third-party outreach and messaging system using an automated or pre-recorded voice and provided by Modernizing Medicine, Inc. or one of its affiliates ("MMI"), which is [Client]'s electronic health record or practice management system provider, [Client]'s revenue cycle management services provider), or a subcontractor of MMI of such information, the name of my health care provider, the time and place of my scheduled appointment(s), and other relevant information (and to disclose such information to the provider of the automated outreach and messaging system), for the purpose of notifying me of a pending appointment, a missed appointment, an overdue wellness exam, balances due to [Client], lab results, and any other health care treatment, payment or administrative matter. I consent to receiving multiple such messages per day. I consent to allowing detailed messages being left on my voice mail, answering system, or with another individual answering the telephone at any such number. I understand and acknowledge that the mobile phone carrier or other companies providing my telecommunications services may charge me fees for such calls and text messages. I understand that text messages are unencrypted and there is risk that text messages could be read by an unintended third party while in transmission to me. [Client], MMI and MMI's affiliates and subcontractors are not responsible for any unauthorized access to my information while in transmission to me. I acknowledge this risk and still consent to receiving the messages described above. I understand that I may cancel this consent and opt out of receiving such communications by responding accordingly to such messages or notifying [Client].

3. Limitations and Restrictions.

- (a) Client shall use the Services only for lawful purposes and in compliance with all applicable statutes, rules, regulations or other laws, including, without limitation, the Telephone Consumer Protection Act (TCPA), Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM) and other mandates and industry requirements governing the use of telephones, text messages, and email to contact individuals, including, without limitation, the CTIA Short Code Monitoring Handbook (including all successors of the foregoing).
- (b) Client shall not use the Services to contact any person, and shall not enter or permit the entry into the Services of contact information regarding any person, without having obtained all consents and authorizations required by applicable law.
- (c) Client shall not use the Services for purposes of, or in any way that reasonably might be understood to be, advertisement or promotion of a product or service or to induce the purchase of goods or services or charitable contributions.

- (d) Client shall not use the Services to record information about, or contact, anyone under 13 years of age.
- (e) Client shall not use the Services to contact anyone located outside the United States and its territories.
- (f) Client shall not do any of the following: (i) use the Licensed Materials for any purpose or in any manner not specifically authorized by this Agreement; (ii) make any copies or prints, or otherwise reproduce or print, any portion of the Licensed Materials, whether in printed or electronic retrieval format, except as expressly provided in this Agreement; (iii) distribute, republish, download, display, post, or transmit any portion of the Licensed Materials except as expressly authorized by this Agreement; (iv) create or recreate the source code for any or all of the Licensed Materials or re-engineer, reverse engineer, decompile, disassemble, modify, or alter any or all of the Licensed Materials except as may be expressly authorized in this Agreement; (v) modify, adapt, translate, or create derivative works based upon any part of the Licensed Materials, or combine or merge any part of the Licensed Materials with or into any other software, content, or documentation except with regard to content intended to be modified by Client or as expressly authorized by this Agreement; (vi) refer to or otherwise use any part of the Licensed Materials in any effort to develop a program having any functional attributes, visual expressions, or other features similar to those of the Licensed Materials; (vii) sell, market, license, sublicense, distribute, rent, loan, operate for, or otherwise provide to any third party any right to access, possess, or utilize any portion of the Licensed Materials except as expressly authorized by this Agreement; (viii) use the Licensed Materials to gain or attempt to gain access to any applications, data, or services of Modernizing Medicine for which Client has not been granted a license by Modernizing Medicine or to any software, computer systems, or data belonging to any third party that has access to the Services; (ix) "frame" or "mirror" any portion of the Services; (x) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of the Services; (xi) use any device, software, methodology, or routine to interfere with the proper working of the Services, servers or networks connected to the Services; (xii) harvest or collect information about other Services users; or (xiii) restrict or inhibit any other person from using the Services, including without limitation by means of "hacking" or defacing any portion thereof.
- (g) Client shall not authorize any person to do, attempt to do, or assist any person in attempting to do, any of the foregoing.
- (h) In the event that any patient, patient representative or other person to whom Client sends any communication through the Services cancels their consent or otherwise opts out of receiving any communication through the Services (a "**Patient Opt Out**"), Client shall promptly notify Modernizing Medicine of the Patient Opt Out and Client shall not use the Services to contact such person.

4. Suspension of Services. Any provision of this Agreement to the contrary notwithstanding, if Modernizing Medicine reasonably believes that use of the Service by any Client user or other use through Client's account will or could disrupt operation of the Service, other customers' use of the Service, or the infrastructure used to provide the Service, or will or could result in unauthorized access to the Service or information stored or processed by or through the Service, Modernizing Medicine without notice to Client may suspend or limit use of the Service to the extent and for such time as Modernizing Medicine reasonably deems necessary or appropriate. Modernizing Medicine further reserves the right, without notice, to disable any user name, password or other identifier of a Client user or otherwise suspend access to and use of the Services at any time if, in Modernizing Medicine's reasonable determination, such person has violated any provision of this Agreement.

5. Logon Credentials and Data Security. Client shall not, and shall ensure that its users of the Services do not, share logon credentials or attempt to access the Services without providing valid logon credentials specific to such individual. Client shall maintain reasonable and appropriate technical, physical, and administrative safeguards with regard to Client's access to the Services, including without limitation maintaining the confidentiality and security of all logon credentials. Client shall notify Modernizing Medicine immediately of any actual or reasonably suspected unauthorized access to or use or disclosure of logon credentials or the Service.

6. Ownership. Client acknowledges that the Services comprise software, website(s) and services that are licensed by Modernizing Medicine from a third party. As between Modernizing Medicine and Client, Modernizing Medicine has and shall retain exclusive ownership of the Licensed Materials. Client acknowledges that the Licensed Materials constitute valuable assets and trade secrets of Modernizing Medicine, its licensor(s) or both.

7. No Warranties. CLIENT ACKNOWLEDGES AND AGREES THAT NEITHER MODERNIZING MEDICINE NOR ITS LICENSOR(S) MAKES ANY, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF THEIR USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTIES THAT OTHERWISE MAY ARISE FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Limitation of Liability. IN NO EVENT SHALL MODERNIZING MEDICINE'S AND ITS PRESENT AND FORMER SUBSIDIARIES', AFFILIATES', DIRECTORS', OFFICERS', EMPLOYEES', AND AGENTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO MODERNIZING MEDICINE WITH RESPECT TO THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE MOST RECENT CAUSE OF ACTION AROSE.

9. Third-party Beneficiary. Relatient, Inc. is intended as, and shall be, a third-party beneficiary of this Exhibit.

10. Use of De-Identified Data. Client and Modernizing Medicine hereby agree to amend the Business Associate Agreement between them to add the following permitted use and disclosure of Protected Health Information. Modernizing Medicine shall have the right to create De-Identified Usage and Statistical Data by de-identifying Client Data in accordance with all of the conditions imposed by 45 C.F.R. Part 164.514(b) (including any amendments or successors thereto), which right shall be sublicensable. Modernizing Medicine agrees that it and its sublicensees will solely use the De-Identified Usage and Statistical Data for its or their internal business purposes to benchmark, analyze and improve the Services (including the right under this provision to aggregate De-Identified Usage and Statistical Data de-identified from the Client Data with data similarly de-identified from other customers or users for similar analytics and service improvement purposes) and to demonstrate the efficacy of its or their Services. As between Modernizing Medicine and Client, Client acknowledges and agrees that Modernizing Medicine shall exclusively own all right, title and interest in and to the De-Identified Usage and Statistical Data. Nothing in this provision shall be deemed to limit MMI's rights under Section 11.4 of the Terms and Conditions or under the Business Associate Addendum.

11. Termination. The Services shall automatically terminate without notice upon the termination of the agreement between Modernizing Medicine and the third party licensor(s) of the software, website(s) and services that are licensed to Modernizing Medicine in connection with the Services.