MODERNIZING MEDICINE GASTROENTEROLOGY, INC.
STANDARD TERMS AND CONDITIONS

These Modernizing Medicine Gastroenterology Standard Terms and Conditions (these "**Terms and Conditions**") form a part of the Modernizing Medicine Gastroenterology, Inc. Order Form (the "**Order Form**" and together with these Terms and Conditions, this "**Agreement**") between Modernizing Medicine Gastroenterology, Inc., a Delaware corporation with offices located at 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431 ("**Company**" or "**MMG**"), and the customer set forth on the Order Form ("**Client**"). Company 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 October 1, 2021.

1. Definitions. As used in this Agreement:

1.1 "**ACH**" has the meaning set forth in Section 3.7.

1.2 "**Add-On Addendum**" has the meaning set forth in Section 3.8.

1.3 "**Additional Services**" has the meaning set forth in Section 2.3.

1.4 "**Advisory Services**" means gAdvisor Premium Services and gAdvisor Select Services.

1.5 "**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.

1.6 "**Agreement**" has the meaning set forth in the first paragraph of these Terms and Conditions.

1.7 "**Annual Price Change**" has the meaning set forth in Section 3.13.1.

1.8 "**API TOU**" means the API Terms of Use set forth at modmed.com/api-terms-of-use/.

1.9 "**Applicable Patient Records**" has the meaning set forth in Section 15.5.

1.10 "**Applicable Patients**" has the meaning set forth in Section 15.5.

1.11 "**Authorized Carts**" means the number of Carts specified in the Order Form as being authorized for use in conjunction with Cart Specific Products.

1.12 "**Authorized Endocenters**" means the number of Endocenters specified in the Order Form as being authorized for use of Endocenter Specific Products.

1.13 "**Authorized MD**" means an MD that is an Authorized User of the applicable Product.

1.14 "**Authorized Mid-Level**" means a Mid-Level that is an Authorized User of the applicable Product.

1.15 "**Authorized Providers**" means MDs and Mid-Levels that are Authorized Users of the applicable Product.

1.16 "**Authorized Rooms**" means the number of Rooms specified in the Order Form as being authorized for use in conjunction with Room Specific Products.

1.17 "**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.

1.18 "**Authorized User Content**" has the meaning set forth in Section 9.1.

1.19 "**Business Associate Addendum**" has the meaning set forth in Section 11.

1.20 "**Cart**" means a mobile cart used in conjunction with a Cart Specific Product.

1.21 "**Cart Specific Product**" means Products for which a per Cart Fee is specified in the Order Form.

1.22 "**Change Order Request**" has the meaning set forth in Section 7.3.

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 8.1.

1.25 "**Client Data**" means any electronic data, information or material that Company 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) gTelehealth 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 7.4.

1.27 "**CMS**" has the meaning set forth in Section 2.5.

1.28 "**Company**" has the meaning set forth in the first paragraph of these Terms and Conditions.

1.29 "**Company IP**" has the meaning set forth in Section 8.2.

1.30 "**Company IP Rights**" has the meaning set forth in Section 8.2.

1.31 "**Company Materials**" has the meaning set forth in Section 7.7.

1.32 "**Company Site**" means www. modmed.com/gastroenterology and any related sites operated by Company.

1.33 "**Contract Date**" means such date specified on the Order Form as being the Contract Date.

1.34 "**Contract End Date**" means such date specified on the Order Form as being the Contract End Date.

1.35 "**Conversion Notice**" has the meaning set forth in Section 2.6.

1.36 "**Detailed Issue Description**" means verbal or written description by Client of an incident and the associated relevant information that is sufficient for Company to reproduce the incident with Company's master copy of the Maintenance Eligible Software.

1.37 "**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.

1.38 "**Electronic Payment Authorization Form**" has the meaning set forth in Section 3.7.

1.39 "**Endocenter**" means a single location at which endoscopic procedures are performed.

1.40 "**Endocenter Specific Products**" means Products for which a per Endocenter Fee is specified in the Order Form.

1.41 "**Facility**" means any provider, location or other entity, other than a medical practice, where medical procedures are performed. Examples of Facilities include Endocenters, ambulatory surgery centers and hospitals.

1.42 "**Feedback**" has the meaning set forth in Section 12.5.

1.43 "**Fees**" has the meaning set forth in Section 3.1.

1.44 "**Fix**" means the repair or replacement of object or executable code versions of Maintenance Eligible Software to remedy a Software Error.

1.45 "**Force Majeure Event**" has the meaning set forth in Section 16.5.

1.46 "**gAdvisor Premium Services**" has the meaning set forth in Section 2.11.1.

1.47 **"gAdvisor Premium Services Practice Lead**" has the meaning set forth in the Order Form; provided, however, that if the Order Form does not specify the gAdvisor Premium Services Practice Lead, then it shall mean the individual that was serving in the closest analogous role with respect to a prior Company service (as determined by Company in its sole discretion) immediately prior to the commencement of the gAdvisor Premium Services.

1.48 "**gAdvisor Select Services**" has the meaning set forth in Section 2.11.2.

1.49 "**gAdvisor Select Services Practice Lead**" has the meaning set forth in the Order Form provided, however, that if the Order Form does not specify the gAdvisor Select Services Practice Lead, then it shall mean the individual that was serving in the closest analogous role with respect to a prior Company service (as determined by Company in its sole discretion) immediately prior to the commencement of the gAdvisor Select Services.

1.50 "g**Reminder+**" means Company's Patient appointment reminder service marketed under the name gReminder+ that is made available by Company to Client through gPM.

1.51 "**gSurveys**" means Company's Patient satisfaction survey service marketed under the name gSurveys that is made available by Company to Client through the Product known as gPM.

1.52 "**gTelehealth**" means the functionality provided in gGastro or otherwise to enable telehealth consultations between Authorized Users and gTelehealth Patient Users, including all associated products and services.

1.53 "**gTelehealth Patient User**" means a Patient who uses gTelehealth, and, in the case of a minor who is a Patient, means both (i) the parent or legal guardian who provides consent to the use of the telehealth services provided through gTelehealth by such minor or uses the telehealth services provided through gTelehealth on behalf of such minor and (ii) the minor for whom consent is provided or on whose behalf the telehealth services provided through gTelehealth is utilized.

1.54 **"gTelehealth Data"** means all images, electronic data, information, material or other content entered or uploaded into, or captured or transmitted by, gTelehealth or is otherwise created or collected in connection with telehealth consultations using gTelehealth.

1.55 "**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.

1.56 "**Hosted Software**" means Company's proprietary web-based software listed in the Order Form.

1.57 "**Implementation Fee**" means the total one-time Fees specified in the Order Form.

1.58 "**Implementation Plan**" means a document setting out proposed activities, dates, participants, roles, and milestones for implementation of the Products in Client's Practice.

1.59 "**Infringement Claim**" has the meaning set forth in Section 14.4.1.

1.60 "**Initial Term**" has the meaning set forth in Section 15.2.

1.61 "**Interface**" has the meaning set forth in Section 2.8.

1.62 "**Interface Notice**" has the meaning set forth in Section 2.8.

1.63 "**Installation of Licensed Software**" means the transfer of Licensed Software object code to a server designated for Client's use.

1.64 "**Joined Facility**" has the meaning set forth in Section 2.10.

1.65 "**Joined Medical Practice**" has the meaning set forth in Section 2.10.

1.66 "**Joined Party**" has the meaning set forth in Section 2.10.

1.67 "**License**" has the meaning set forth in Section 2.1.

1.68 "**Licensed Software**" means any applications or other software supplied by Company to Client for local installation on Client's servers or other computing hardware.

1.69 "**Maintenance Eligible Software**" means Licensed Software for which Client has purchased Support and Maintenance; provided that the Product Term of such Support and Maintenance has not expired or terminated.

1.70 "**MD**" means a doctor of medicine.

1.71 "**Medical Records**" has the meaning set forth in Section 15.5.

1.72 "**Mid-Level**" means a provider other than an MD that generates an invoice for his or her services, including, without limitation, registered nurses and licensed practical nurses.

1.73 "**MIPS**" has the meaning set forth in Section 2.5.

1.74 "**MIPS Premium Planning Session**" has the meaning set forth in Section 2.11.1.

1.75 "**MIPS Premium Submission Consultation**" has the meaning set forth in Section 2.11.1.

1.76 "**MIPS Section Planning Session**" has the meaning set forth in Section 2.11.2.

1.77 "**MIPS Select Submission Consultation**" has the meaning set forth in Section 2.11.12.

1.78 "**Misuse**" means the use of Maintenance Eligible Software for a purpose or in a manner different from that described in Written Documentation.

1.79 "**Named gAdvisor Premium Providers**" has the meaning set forth in the Order Form.

1.80 "**Named gAdvisor Select Providers**" has the meaning set forth in the Order Form.

1.81 "**Non-Company Content**" has the meaning set forth in Section 9.4.

1.82 "**Normal Business Hours**" means the hours between 8:30am and 5:30pm Eastern Time, from Monday to Friday, except for holidays observed by Company.

1.83 "**Notice Period**" has the meaning set forth in Section 3.13.2.

1.84 "**ONC**" means the U.S. Department of Health and Human Services, Office of the National Coordinator for Health IT.

1.85 "**Order Form**" has the meaning set forth in the first paragraph of these Terms and Conditions.

1.86 "**Overdue Payments**" has the meaning set forth in Section 3.4.

1.87 "**Party**" or "**Parties**" has the meaning set forth in the first paragraph of these Terms and Conditions.

1.88 "**Patient(s)**" means any person who was a previous or is a prospective or current patient of Client.

1.89 "**Patient Data**" means any electronic data, information or material about a Patient entered into the Products.

1.90 "**Patient Marketing Materials**" means sample marketing materials for Client to use to promote certain Patient-facing Products which Company may choose to provide from time to time.

1.91 "**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization.

1.92 "**Practice**" means a collection of providers grouped under a single tax identifier, for which either claims or statements are being produced or transmitted, regardless of the number of physical locations.

1.93 "**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.

1.94 **"Product Delivery Date"** means such date as Client's first employee, representative, consultant, contractor or agent shall have initially been provided by Company with the applicable Licensed Software or a login to access the applicable Subscription Services or such other date as specified in the Order Form as the Product Delivery Date. Notwithstanding the foregoing, to the extent that such Licensed Software or such login shall not have been provided by Company within forty-five (45) days after the earlier of (i) the Contract Date or (ii) if Client originally contracted for the applicable Licensed Software or 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 Licensed Software or login is not primarily due to a failure by Company to perform its obligations under this Agreement (as determined by Company in its sole discretion), then the Product Delivery Date shall be deemed the Cut-Off Date.

1.95 "**Product Term**" has the meaning set forth in Section 15.1.

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

1.97 "**Products**" means the Licensed Software, the Subscription Services, Support and Maintenance, in each case as listed on an Order form, and any additional software or services listed on an Order Form to be provided to Client by Company.

1.98 "**Project Manager**" has the meaning set forth in Section 6.3.

1.99 "**Renewal Term**" has the meaning set forth in Section 15.2.

1.100 "**Representative**" means Company's Affiliates and Company'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 Company or any of its Affiliates (including, without limitation, laboratories and other diagnostic, clinical and pathology testing providers), service providers, consultants and contractors.

1.101 "**Registry Functionality**" has the meaning set forth in Section 2.5.

1.102 "**Registry Information**" has the meaning set forth in Section 2.5.

1.103 "**Registry Services**" has the meaning set forth in Section 2.5.

1.104 "**Room**" means each room of Client used to perform medical procedures.

1.105 "**Room Specific Products**" means Products for which a per Room Fee is specified in the Order Form.

1.106 "**Software Error**" means a programming error, logic error, or defect within the Maintenance Eligible Software that is reproducible by Company and which causes such Maintenance Eligible Software to fail to (i) conform as to all material operational features and performance characteristics as provided in the Written Documentation supplied by Company with the Maintenance Eligible Software, and (ii) be free of errors and defects that materially affect the performance of the Maintenance Eligible Software.

1.107 "**SOW Expenses**" has the meaning set forth in Section 7.5.

1.108 "**SOW Fees**" has the meaning set forth in Section 7.5.

1.109 "**SOW Invoice**" has the meaning set forth in Section 7.6.

1.110 "**SOW Services**" has the meaning set forth in Section 7.2.

1.111 "**Statement of Work**" has the meaning set forth in Section 7.1.

1.112 "**Subscription Services**" means web-based access to the Hosted Software.

1.113 "**Subscription Service Authorization**" has the meaning set forth in Section 2.2.

1.114 "**Support and Maintenance**" means those services specified on **Exhibit B** to these Terms and Conditions. Support and Maintenance shall be deemed a Product under this Agreement and subject to a Product Term as specified on the Order Form.

1.115 "**Taxes**" has the meaning set forth in Section 3.16.

1.116 "**Term**" has the meaning set forth in Section 15.2.

1.117 "**Terms and Conditions**" has the meaning set forth in the first paragraph of these Terms and Conditions.

1.118 "**Territory**" means the United States of America.

1.119 "**TOS**" has the meaning set forth in Section 4.7.

1.120 "**Transaction Documents**" means this Agreement (including the Order Form, these Terms and Conditions and the Business Associate Addendum (as defined in Section 11)), the exhibits hereto, any addendums to this Agreement entered into in accordance with these Terms and Conditions, any Statement of Work (as defined in Section 7.1), the TOS and the Electronic Payment Authorization Form (as defined in Section 3.7).

1.121 "**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, use, and maintenance of the Products. This includes, but is not limited to, user guides, system administrator guides, training curricula, and implementation packages.

2. Licensed Software; Subscription Services.

2.1 Licensed Software. If the Products specified on the Order Form include Licensed Software, then commencing on the Product Delivery Date for the applicable Licensed Software, Company 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 such Licensed Software in connection with such Products on Client's servers or on Authorized Users' computers, as applicable, in the Territory, only for the Product Term specified on the Order Form for such Licensed Software, and only for Client's internal business purposes (the "**License**"). Client's employees, representatives, consultants, contractors, or agents will become Authorized Users of the Licensed Software using the login information provided by Company or, with the consent of Company, 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 Licensed Software on the Order Form, Company may make the issuance of any additional logins subject to such conditions as Company may determine, including, without limitation, the payment of activation, training and other fees by Client with respect to such new Authorized Users. Client acknowledges that the Licensed Software may contain features or functionality that are not licensed unless such features or functionality are specified on the Order Form and unless activation keys are provided to Client for such features or functionality, and agrees not to use such unlicensed features or functionality.

2.2 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, Company will use commercially reasonable efforts to provide the Subscription Services to Client through the Company Sites in the Territory (the "**Subscription Service Authorization**"). Client's employees, representatives, consultants, contractors, or agents become Authorized Users of the Subscription Services by logging into the Company Site indicated by Company and using the login information provided by Company or, with the consent of Company, by the Client's administrator. Without limiting any terms of this Agreement, after the issuance of logins to the number of Authorized Providers specified as being authorized to use the Subscription Services on the Order Form, Company may make the issuance of any additional logins subject to such conditions as Company may determine, including, without limitation, the payment of activation, training and other fees by Client with respect to such new Authorized Providers.

2.3 Additional Services. Company 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 Company ("**Additional Services**").

2.4 ***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. Company 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. Company 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) Company 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***.

2.5 Third Party Registries. 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 to certain third party registries such as GIQuIC (the "**Registry Functionality**"). If the Order Form indicates that Client has elected to implement a registry reporting option then Client, on behalf of itself and each of its Authorized Users, hereby authorizes Company (i) to provide any measures, information, data or material entered into the Products and/or generated by the Products, including, without limitation, MIPS measure calculations ("**Registry Information**"), to such registry, and (ii) to use and disclose the Registry Information for any purpose and in any manner not prohibited by law (the "**Registry Services**"). Client acknowledges and agrees that (i) Company may deactivate the ability to transmit Registry Information to GIQuIC or any other third party from time to time in Company's sole discretion and (ii) the Registry Functionality and the Registry Services may not be available for use by Client or its Authorized Users from time to time in the sole discretion of Company. Without limiting the foregoing, Client further acknowledges and agrees that no Authorized Users shall use the Registry Functionality in the Products or the Registry Services if Client is not then current in all payments owed to Company under the Order Form. Each Authorized User shall follow all guidelines, protocols and procedures specified by Company with respect to the use of the Registry Functionality and Registry Services. Notwithstanding anything in the Transaction Documents to the contrary, Company may, in its sole discretion, modify, update, revise, enhance or change any aspect of the Registry Services.

2.6 Conversions; Document Loads. If the Order Form or a Statement of Work contemplates a data conversion, Endoworks conversion or bulk document load then Company shall use commercially reasonable efforts to perform such data conversion, Endoworks conversion or bulk document load. Company and Client agree that in the event that Company determines, in its sole discretion, that it is unable, using commercially reasonable efforts, to perform a data conversion, Endoworks conversion or bulk document load for Client that was previously specified on the Order Form or a Statement of Work, then (i) if Company provides written notice of such determination to Client (the "**Conversion Notice**") then Company shall have no further obligation to perform the data conversion, Endoworks conversion or bulk document load 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 Company with respect to the data conversion, Endoworks conversion or bulk document load as determined by Company. To receive the refund described in this Section 2.6, Client must notify Company 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, Endoworks conversion or bulk document load are the responsibility of Client. Client represents and warrants to Company that Client (i) has obtained all necessary third party permissions for Company (and its designees) to perform any Endoworks conversion, data conversion or bulk document load contemplated by this Section and (ii) has the right to permit Company (and its designees) to perform such Endoworks conversion, data conversion or bulk document load.

2.7 Analytics. If Company 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 a dashboard or any other means then Client and each of its Authorized Users shall treat all such information as Company's Confidential Information and shall only use such information for Client's internal business purposes. Client and each Authorized User shall follow all guidelines, protocols and procedures specified by Company with respect to the use of analytics functionality.

2.8 Interfaces. Client acknowledges and agrees that if the Order Form or a Statement of Work contemplates that Company 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, Company 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, including, without limitation, the obligation to pay all Fees. 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. Company and Client agree that in the event that Company 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 Company 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 Company with respect to the establishment of such Interface as determined by Company. To receive the refund described in this Section 2.8, Client must notify Company of its refund request within fifteen (15) days from the date of the Interface Notice. For the avoidance of doubt, Company has no obligation to modify any Interface after its initial establishment or provide any new interfaces. 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 Company may impose such limitations on the use of any Interface in conjunction with any Products as Company may deem appropriate.

2.9 Licensed Software Support and Maintenance. If the Order Form specifies that Client is entitled to Support and Maintenance for specified Licensed Software then Company shall use commercially reasonable efforts to provide such Support and Maintenance to Client for such Licensed Software during the Product Term for such Support and Maintenance as specified in the Order Form. For the avoidance of doubt, if the Order Form does not specify Support and Maintenance or the Licensed Software for which such Support and Maintenance is intended then Company has no obligation to provide Support and Maintenance.

2.10 Facilities. Client acknowledges and agrees that (i) if Client is a legal entity that owns or operates a medical practice, then a legal entity that owns or operates a Facility and personnel of such entity or Facility 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 (a) an authorized representative of the legal entity owning or operating such Facility has executed a joinder to this Agreement covering the applicable Products in a form satisfactory to Company (each, a "**Joined Facility**") or (b) such Facility and medical practice are part of the same legal entity and (ii) if the legal entity that owns or operates Client is a Facility, a legal entity that owns or operates a medical practice and personnel of such entity or medical practice 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 (a) an authorized representative of the legal entity owning or operating such medical practice has executed a joinder to this Agreement covering the applicable Products in a form satisfactory to Company (each, a "**Joined Medical Practice**" and together with any Joined Facility, a "**Joined Party**") or (b) such medical practice and Facility are part of the same legal entity. Without limiting any other rights of Company, Client further agrees that Company may use and disclose any information that Company receives from Client or a Joined Party in connection with the provision of 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 Company 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 licensed or subscribed to under this Agreement as specified in this Section 2.10 and no Joined Party shall have any rights under this Agreement (except as contemplated by the Business Associate Agreement) 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 MDs, Mid-Levels, Rooms, Carts and/or Endocenters 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 Company; (vi) Client shall be responsible to Company for any acts or omissions of the Joined Parties; (vii) for purposes of determining Company'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) Company makes no representations or warranties of any kind to any Joined Party and Company 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 Company; (x) the Business Associate Agreement shall (a) as between Client and Company, be deemed an agreement between Client and Company and (b) as between each Joined Party and Company, be deemed an agreement between such Joined Party and Company where such Joined Party is deemed the Client; and (xi) Client or any Joined Party operating any Facility shall be responsible for compliance with any Medicare or other applicable payer's conditions of participation or conditions for coverage, including, without limitation, any conditions with respect to medical records or operating as a distinct entity from a medical practice. Notwithstanding the foregoing, Client acknowledges and agrees that Company may determine whether or not any entity is a Facility or a medical practice for the purposes of this Section 2.10 in its sole discretion.

2.11 Advisory Services.

2.11.1 ***gAdvisor Premium.*** If the Products specified on the Order Form include gAdvisor Premium Services, then Company shall use commercially reasonable efforts to provide the following services to Client with respect to the Named gAdvisor Premium Providers (the "**gAdvisor Premium Services**"):

- A one-time MIPS preparation and planning session for the Client (the "**MIPS Premium Planning Session**") conducted by phone with a Company MIPS advisor. Each of the Named gAdvisor Premium Providers and the gAdvisor Premium Services Practice Lead may participate in the MIPS Premium Planning Session;

- A MIPS checkpoint session of up to one (1) hour per calendar month with respect to all of the Named gAdvisor Premium Providers conducted by a Company MIPS advisor with the gAdvisor Premium Services Practice Lead with a post-call summary provided electronically to Client. MIPS checkpoint sessions are subject to mutual agreement as to the date and time of each such session;

- An unlimited number of responses to MIPS questions relating to the Named gAdvisor Premium Providers emailed to Client's assigned Company MIPS advisor by the gAdvisor Premium Services Practice Lead; and

- A Company MIPS advisor shall provide live support once during the applicable calendar year by phone to each Named gAdvisor Premium Provider (or designee of such Named gAdvisor Premium Provider) while such Named gAdvisor Premium Provider (or designee of such Named gAdvisor Premium Provider) electronically submits such Named gAdvisor Premium Provider's MIPS data to the third party to receive such data (each, a "**MIPS Premium Submission Consultation**"). MIPS Premium Submission Consultations are

subject to mutual agreement as to the date and time of each such MIPS Premium Submission Consultation.

For the avoidance of doubt, gAdvisor Premium Services do not include assistance with respect to any advanced alternative payment model or related matters. Notwithstanding the foregoing, Company's provision of gAdvisor Premium Services hereunder is contingent upon all Named gAdvisor Premium Providers reporting and submitting eCQMs for the MIPS Quality category through gGastro. Client acknowledges and agrees that gAdvisor Premium Services are limited to the Advancing Care Information, Quality and Improvement Activities categories of MIPS.

2.11.2 ***gAdvisor Select.*** If the Products specified on the Order Form include gAdvisor Select Services, then Company shall use commercially reasonable efforts to provide the following services to Client with respect to the Named gAdvisor Select Providers (the "**gAdvisor Select Services**"):

- A one-time MIPS preparation and planning session for the Client (the "**MIPS Select Planning Session**") conducted by phone with a Company MIPS advisor. Each of the Named gAdvisor Select Providers and the gAdvisor Select Services Practice Lead may participate in the MIPS Select Planning Session;

- A MIPS checkpoint session of up to one (1) hour per calendar month with respect to all of the Named gAdvisor Select Providers conducted by a Company MIPS advisor with the gAdvisor Select Services Practice Lead with a post-call summary provided electronically to Client. MIPS checkpoint sessions are subject to mutual agreement as to the date and time of each such session;

- An unlimited number of responses to MIPS questions relating to the Named gAdvisor Select Providers emailed to Client's assigned Company MIPS advisor by the gAdvisor Select Services Practice Lead; and

- A Company MIPS advisor shall provide live support once during the applicable calendar year by phone to each Named gAdvisor Select Provider (or designee of such Named gAdvisor Select Provider) while such Named gAdvisor Select Provider (or designee of such Named gAdvisor Select Provider) electronically submits such Named gAdvisor Select Provider's MIPS data to the third party to receive such data (each, a "**MIPS Select Submission Consultation**"). MIPS Select Submission Consultations are subject to mutual agreement as to the date and time of each such MIPS Select Submission Consultation.

For the avoidance of doubt, gAdvisor Select Services do not include assistance with respect to any advanced alternative payment model or related matters. Client acknowledges and agrees that gAdvisor Select Services are limited to the Advancing Care Information and Improvement Activities categories of MIPS and do not include assistance with respect to the Quality category of MIPS.

For the avoidance of doubt, Advisory Services do not include 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.

2.12 gReminder+ and gSurveys. If the Products specified on the Order Form include gReminder+ or gSurveys then the terms of this Section 2.12 shall apply:

2.12.1 ***Automatic Termination***. Notwithstanding any terms of this Agreement to the contrary, the Client's right to use gReminder+ and gSurvey shall automatically terminate without any further action or notice by the Parties if Client's right to use gPM expires or otherwise terminates.

2.12.2 ***Additional gReminder+ and gSurveys Terms***. Client agrees to the additional terms attached hereto as **Exhibit E**.

2.13 gTelehealth. If the Products specified on the Order Form include gTelehealth then the terms of this Section 2.13 shall apply:

2.13.1 Client acknowledges that its use of gTelehealth 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 gTelehealth 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 gTelehealth by Client and its Authorized Users 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 gTelehealth; (ii) Company makes no guarantees, representations or warranties of any kind that (1) use of gTelehealth 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 gTelehealth; (iii) the gTelehealth Patient 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 Company 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 gTelehealth or otherwise, or (2) any failure or other inability of Client to receive payment or other reimbursement for services provided using gTelehealth.

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

2.13.3 Client represents and warrants to Company that: (i) Client shall, and shall ensure that Client's Authorized Users shall, only use gTelehealth to consult with gTelehealth Patient 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 gTelehealth 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 Company 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 gTelehealth and the gTelehealth 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 gTelehealth Patient User is located who receives services from Client or such Authorized User via gTelehealth is located. Client, and not Company, 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 gTelehealth, to the extent such consent is required by any applicable law or agreement at such time.

2.13.4 Company has promulgated a set of Terms of Use, Privacy Policy and Consent (collectively, the "**gTelehealth Patient Terms**") which gTeleheath Patient Users must agree to or consent to, as applicable, upon in order to use the telehealth services provided through gTelehealth. Client acknowledges and agrees that it consents to Company requiring gTelehealth Patient Users to agree or consent to the gTelehealth Patient Terms, as applicable, including as they may be amended from time to time.

2.14 Biometric Data. Client acknowledges that if any Authorized User uses the microphone recording feature in gGastro to record the Authorized User's voice, Company 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 Company 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. Company 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 Company '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 Company 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.

3.2 Changes to Providers. If the Order Form indicates that Client has purchased a Subscription Service and (i) the number of MDs that are part of Client's Practice at any time exceed the number of Authorized MDs or (ii) the number of Mid-Levels that are part of Client's Practice at any time exceed the number of Authorized Mid-Levels then the aggregate per MD and per Mid-Level Fees payable by Client as set forth in the Order Form shall be automatically increased to reflect such greater number of MDs or Mid-Levels, as the case may be, beginning with the calendar month following the change. There will not be any decrease in Fees without the prior written consent of Company.

3.3 Additional Monthly Service Fees. Client agrees to pay Company the additional amounts specified on **Exhibit C** to the extent Client or its Authorized Users make use of any of the services or otherwise meet the descriptions listed on **Exhibit C**. Client is solely responsible for prompt payment to any third party service providers. Company may discontinue, change, modify or condition any of the services specified on **Exhibit C** in its discretion.

3.4 Overdue Payments. Any payment owed by Client to Company hereunder and not paid to Company when due (an "**Overdue Payment**") may accrue, at Company'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.

3.5 Other Costs. All travel, meals and lodging expenses associated with the implementation, training, and technical support of the Products purchased hereunder are in addition to the Fees detailed on the Order Form and shall be paid by Client. Client is also responsible for all shipping and handling costs. Client shall be billed for actual expenses incurred, and payment for such expenses shall be due upon receipt of such invoices. Without limiting the foregoing, Company may elect to bill meals and incidentals on a per-diem basis, at $64/day including travel days, which amount shall be paid by Client upon receipt of such invoice.

3.6 Payment.

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

3.6.2 Monthly Fees, if any, are due in advance on the earlier of (i) the first day of each calendar month immediately after activation of the Products to which such Fees apply, (ii) thirty (30) days after the date of the invoice for such Fees or (iii) such other date as is specified in the Order Form.

3.6.3 All other fees will be due within thirty (30) days after the date of the invoice for such fees, which may be billed in advance at the discretion of Company.

3.7 Payment Method and Authorization. Client shall pay Company 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 Company the electronic payment authorization form (the "**Electronic Payment Authorization Form**") provided to Client by Company or otherwise use such payment portal as directed by Company. If the account or other information specified in the Electronic Payment Authorization Form or portal changes during the Term, Client shall provide Company 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 Company 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 Company pursuant to an invoice twenty-one (21) days after the date of such invoice specifying such fees and/or expenses.

3.8 Increasing the Number of Authorized Users—Licensed Software. Client acknowledges and agrees that the number of Authorized Providers of Client that use any Licensed Software shall not exceed the number specified in the Order Form for such Licensed Software. The number of Authorized Providers authorized to use Licensed Software may be increased through such methods as are approved by Company in its sole discretion, including through the execution of an Addendum to this Agreement by Client and Company (an "**Add-On Addendum**"). Client acknowledges and agrees that Company may make any increase in the number of Authorized Providers contingent upon the payment of such Fees by Client to Company as deemed appropriate by Company and specified in the Add-On Addendum, 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 Providers cannot be decreased during the relevant Product Term without the written consent of Company.

3.9 Increasing the Number of Authorized Providers—Subscription Service. Client acknowledges and agrees that the number of Authorized Providers of Client that use a Subscription Service shall not exceed the number specified in the Order Form for such Subscription Service. The number of Authorized Providers authorized to use a Subscription Service may be increased through such methods as are approved by Company in its sole discretion, including through the execution of an Add-On Addendum. Client acknowledges and agrees that Company may make any increase in the number of Authorized Providers contingent upon the payment of such Fees by Client to Company as deemed appropriate by Company and specified in the Add-On Addendum, 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 Providers cannot be decreased during the relevant Product Term without the written consent of Company.

3.10 Increasing the 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 Company in its sole discretion, including through the execution of an Add-On Addendum. Client acknowledges and agrees that Company may make any increase in the number of Authorized Rooms contingent upon the payment of such Fees by Client to Company as deemed appropriate by Company and specified in the Add-On Addendum. Except as otherwise specified herein or in the Order Form, the number of Authorized Rooms cannot be decreased during the relevant Product Term without the written consent of Company.

3.11 Increasing the Number of Authorized Carts. Client acknowledges and agrees that the number of Authorized Carts used by Client shall not exceed the number specified in the Order Form. The number of Authorized Carts may be increased through such methods as are approved by Company in its sole discretion, including through the execution of an Add-On Addendum. Client acknowledges and agrees that Company may make any increase in the number of Authorized Carts contingent upon the payment of such Fees by Client to Company as deemed appropriate by Company and specified in the Add-On Addendum. Except as otherwise specified herein or in the Order Form, the number of Authorized Carts cannot be decreased during the relevant Product Term without the written consent of Company.

3.12 Increasing the Number of Authorized Endocenters. Client acknowledges and agrees that the number of Authorized Endocenters of Client in which Endocenter Specific Products are used by Client shall not exceed the number specified in the Order Form. The number of Authorized Endocenters in which Endocenter Specific Products are used may be increased through such methods as are approved by Company in its sole discretion, including through the execution of an Add-On Addendum. Client acknowledges and agrees that Company may make any increase in the number of Authorized Endocenters contingent upon the payment of such Fees by Client to Company as deemed appropriate by Company and specified in the Add-On Addendum. Except as otherwise specified herein or in the Order Form, the number of Authorized Endocenters cannot be decreased during the relevant Product Term without the written consent of Company.

3.13 Changes to Fees.

3.13.1 ***Annual Price Change***. Without limiting any provisions of the Transaction Documents, upon each Renewal Term, Company 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.

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

3.15 Taxes. All amounts payable by Client to Company 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 Company are payable in full without reduction for Taxes. Client is responsible for payment of all Taxes, excluding taxes owed by Company based on Company's net income. If Company 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 Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.16 Delivery. Without limiting other rights of Company set forth in this Agreement, if Company attempts to deliver a Product contracted for under the Order Form to Client and, unless otherwise specified in the Order Form, if Company does not deliver such Product within six (6) months after the Contract Date to Client and such failure to provide such Product is not primarily due to a failure by Company to perform its obligations under this Agreement (as determined by Company in its sole discretion) then Company 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 Company.

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

4. Client's Responsibilities; Client's Sole Responsibility for Medical Services & Client Data.

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 Company a document describing Company's recommend 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. If a dedicated server is required to operate any Licensed Software, Client agrees to provide such server and a suitable area at Client's site for installation of the server in keeping with commonly accepted practices and with adequate ventilation, connectivity, and power, no later than ten (10) days prior to the anticipated date of installation of the Licensed Software. Furthermore, Client understands and acknowledges that installation of software (other than the Licensed Software) not authorized in writing by Company on such server will entitle Company to terminate technical support or charge on a time and materials basis for any extra effort expended by Company as a result of such unauthorized software. Company will not provide maintenance for any of Client's hardware. Client expressly acknowledges that Company 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 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.

4.3 Service Guidelines. Client and its Authorized Users shall use the Products and any other services provided by Company 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 Company 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 Subscription Services or Company'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 Subscription Services or the data contained therein; (vi) attempt to gain unauthorized access to the Subscription Services, Additional Services, computer systems or networks used to host or provide access to the Subscription Services; or (vii) harass or interfere with another user's use and enjoyment of the Subscription Services or the other services provided by Company. Company may, without liability or notice to Client, remove or delete any material stored in the Subscription Services that Company determines, in its sole discretion, violates any of the guidelines set forth in this Agreement. In addition to any other remedies Company may have, Company 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 Company 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 Company. Client shall be responsible for following proper backup procedures to protect against loss or error resulting from use of any or all of the Products. Client shall cause each of its Authorized Users to comply with the terms of this Agreement.

4.4 Taxes on Customer Payments. Client will be solely responsible for determining whether which of its charges 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. Client is advised to consult with its accountants, advisors or attorneys in these regards.

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

4.6 Future Functionality. Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

4.7 TOS. 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 Company'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 Company. Notwithstanding any term of the Transaction Documents to the contrary, Client acknowledges and agrees that, from time to time, Company 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.

5. Product Updates; Modifications to Services. During the Term, Company 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. Company is under no obligation to make any such updates. To the extent that such updates apply to the Subscription Services, Client agrees to provide any and all assistance that Company requires to deliver the update to the Subscription Services. Company 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. Company 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 Company. Without limiting the foregoing, Company 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 Company to make any such customizations or modules available to Client or to require Company to make such modules available for free or at any set price. Notwithstanding anything in the Transaction Documents to the contrary, Company may, in its sole discretion, modify, update, revise, enhance or change any aspect of the Additional Services, Registry Services and/or the Products. Notwithstanding anything in the Transaction Documents to the contrary, Client acknowledges and agrees that Company is under no obligation to provide Client with access to any third party software, website or service as part of the Registry Services or the Additional Services, through the Products or otherwise and to the extent that the Products, the Registry Services and/or the Additional Services provide access to any third party software, website or service Company reserves the right, without prior notice, to suspend, limit or cancel such access for any reason.

6. Implementation and Training

6.1 Implementation Plan. If requested by Company, Client and Company shall create an Implementation Plan in a mutually agreeable timeframe. The Implementation Plan shall become an integral part of this Agreement when accepted in writing by Company and Client.

6.2 Changes. Client understands that implementation of the Products may cause significant changes to Client's normal business operation, and agrees that Client (i) has considered the financial impact of change; (ii) has considered the impact on productivity that may occur while learning to use the Products; and (iii) will work diligently with Company and Client's personnel to promote and implement any necessary change.

6.3 Project Management. Client agrees to designate a project manager ("**Project Manager**") at Client's expense to work with Company in design and coordination of the Implementation Plan. Client represents that the Project Manager shall be knowledgeable in Client's practices and shall be empowered, authorized, and available to design, execute, coordinate, and amend from time to time the Implementation Plan. Furthermore, Client agrees that the Project Manager will be provided sufficient time, authority, and resources to fulfill its obligations under the Implementation Plan.

6.4 Training Services. Company shall provide training services as described on the Order Form. Unless otherwise specified in the Order Form, such training shall be delivered via (i) streaming video or (ii) a Company Representative, during normal business hours as described in the Implementation Plan.

6.5 Training Environment. Client agrees to promote Product adoption by ensuring that (i) Client's Authorized Users attend all applicable remote and/or on-site training sessions; (ii) Client Authorized Users become certified in the modules designated in the Implementation Plan; (iii) normal business workload is reduced during on-site training for each trainee in conformance with the guidelines described in the Written Documentation; and (iv) trainees are provided with equipment, physical space, and reasonable isolation during training.

6.6 Adjustments. Client and Company acknowledge that unforeseen issues or changes may arise in the course of Product implementation, which will require resolution by one or both parties. Such issues may require adjustments to the Implementation Plan that Client and Company shall negotiate in good faith, as some necessary changes could increase the Fees due under this Agreement.

7. SOW Services.

7.1 Statements of Work. From time to time, the Parties may execute statements of work that describe the specific services to be performed by Company, including any work product to be delivered by Company (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.

7.2 Performance of Services. Company 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 Company, the Registry Services, the establishment of any interfaces specified in the Order Form, any of the services provided pursuant to Sections 2.6 and 2.8 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 Company set forth in this Agreement, if Company attempts to deliver SOW Services to Client and, unless otherwise specified in the Statement of Work, if Company 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 Company to perform its obligations under this Agreement (as determined by Company in its sole discretion) then Company 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 Company.

7.3 Changes to Statement of Work. Client may submit to Company written requests to change the scope of SOW Services (each such request, a "**Change Order Request**"). Company may approve or reject such Change Order Requests in its sole discretion. If Company approves a Change Order Request, then Company 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. Company 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.

7.4 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 Company with access to Client's sites and facilities during Client's normal business hours and as otherwise reasonably required by Company to perform the SOW Services; (iii) provide Company with such working space and office support (including access to telephones, photocopying equipment, and the like) as Company 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 Company to perform the SOW Services. Client will also make available to Company any data, information and any other materials required by Company 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.

7.5 SOW Fees and Expenses. For Company's performance of the SOW Services, Client will pay Company 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 Company for the

following expenses incurred by Company 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.

7.6 SOW Payment Terms. Unless otherwise specified in this Agreement or the applicable Statement of Work, Company 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, Company 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 Company. Unless otherwise specified in the applicable Statement of Work, Client will pay each such SOW Invoice via electronic payment.

7.7 Ownership. Company 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 Company or its personnel in connection with performing the SOW Services (collectively "**Company 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 Company Materials except as expressly agreed to in writing by the Parties in the Statement of Work.

7.8 Other Services. Nothing in this Agreement or any Statement of Work will be deemed to restrict or limit Company'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 Company may engage subcontractors to perform certain services.

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

8. Intellectual Property.

8.1 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 Company or Company 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 Company or any third party, and Company 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 Company a nonexclusive license to use Client Content, as well as any trade names and/or trademarks of Client, to the extent necessary for Company 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 8.1 shall be deemed to limit Company's rights under Section 12.4 of these Terms and Conditions or under the Business Associate Addendum.

8.2 Restrictions. Client acknowledges that in providing the Products and the other products and services contemplated by the Transaction Documents, Company utilizes: (i) the Company name, the Company logo, the Company's 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 "**Company IP**") and that the Company IP is covered by intellectual property rights owned or licensed by Company ("**Company 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 Company IP; (ii) disassemble, reverse engineer, or decompile any of the Company IP; or (iii) create Internet "links" to or from the Products, or "frame" or "mirror" any of Company'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 Company; (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 Company'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.

8.3 Ownership and Reservation of Rights. Other than as expressly set forth in the Transaction Documents, no license or other rights in the Company IP Rights are granted to Client or its Authorized Users, and all such rights are hereby expressly reserved by Company. Additionally, and for avoidance of doubt, as between Company and Client, Company 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 Company IP, including, without limitation, all of the proprietary material provided and/or displayed by Company at the Products, affiliated web sites, extranet, marketing materials or otherwise. Client acknowledges and agrees that the Company IP may contain certain licensed materials and Company's licensors may independently protect their rights in the event of any violation of the Transaction Documents.

8.4 Patient Marketing Materials. Company may provide Client with Patient Marketing Materials for certain Products in Company's sole discretion (e.g., materials relating to the use and adoption of gTelehealth). If Company provides Client with any Patient Marketing Materials, then, in connection with Client's authorized use of the applicable Products and subject to Client's compliance with the Transaction Documents and any other applicable terms and conditions, Company 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 Products to which such Patient Marketing Materials relate. Company 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.

9. Authorized User Content.

9.1 General. The Subscription Services may now or in the future permit Authorized Users to post or link media, text, audio and video recordings, photos, graphics, commentary or any other content (collectively, "**Authorized User Content**"), and to host and/or share such Authorized User Content. Authorized User Content is not controlled by Company. Company makes no representations that any Authorized User Content will remain available via the Subscription Services in any way and may remove Authorized User Content in its sole discretion.

9.2 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 Company 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) Company'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.

9.3 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 through the Subscription Services: (i) any falsehoods or misrepresentations that could damage Company 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.

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

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

9.6 Removal of Non-Company Content. Company shall have the right (but not the obligation), in its sole discretion, to remove or to refuse to post any Non-Company Content that is available on the

Subscription Services in whole or in part at any time, if, Company determines that such Non-Company Content is prohibited by any of the Transaction Documents.

10. 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 Company and Client, Company 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 Company 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 Company; (ii) temporarily suspend Client's and its Authorized Users' access to the Subscription Services 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 Company in order to resume access to the Products; (iii) for unpaid Fees, SOW Fees and SOW Expenses, assess late fees as provided in Section 3.7; and/or (iv) collect from Client reimbursement for all costs incurred by Company 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 Company shall not be liable to Client, Client's Authorized Users or any third party for any exercise of Company's rights under the Transaction Documents.

11. Business Associate Addendum. The Parties acknowledge and agree that Client is a Covered Entity and Company 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.

12. Confidentiality.

12.1 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. Company'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 Company to Client or any of its Authorized Users. "**Confidential Information**" excludes the information explicitly excluded under Section 12.3 as well as PHI as that term is defined in the Business Associate Addendum attached hereto.

12.2 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 Company may disclose Confidential Information of Client to Company'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 Company'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 Company; 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.

12.3 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.

12.4 De-Identified Information. Client acknowledges and agrees that Company may acquire, use or disclose Client Data as required to perform Company's obligations under the Transaction Documents or permitted under Privacy Laws. Such uses and disclosures may be by or to, as applicable, Company, 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 Company (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 Company with such de-identified Client Data.

12.5 Feedback. If Client or any Authorized Users inform Company 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 Company 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 Company. To the extent Client is unable to assign any of its rights in the Feedback to Company, Client hereby grants to Company 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 Company's Confidential Information and Company shall have the unrestricted right to disclose the Feedback for any purpose.

12.6 Communications.

12.6.1 Notwithstanding anything to the contrary in this Agreement, Client may make a communication about (i) the usability of the Hosted Software or other MMG health information technology ("health IT") (as defined at 45 C.F.R. § 170.102), (ii) the interoperability of the Hosted Software or other

MMG health IT, (iii) the security of the Hosted Software or other MMG health IT, (iv) relevant information regarding users' experience with the Hosted Software or other MMG health IT, (v) MMG'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 MMG 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 MMG'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.

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

12.6.3 Client shall not disclose MMG's or a third party's intellectual property existing in the Hosted Software or other MMG health IT, except that Customer may publicly display a portion of the Hosted Software or other MMG health IT that is subject to copyright protection where such display would reasonably constitute "fair use" of the Hosted Software or other MMG 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).

12.6.4 If Client discloses a screenshot or video of the Hosted Software or other MMG 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 MMG 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 MMG 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.

12.6.5 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.

13. Warranties & Disclaimers.

13.1 Warranties.

13.1.1 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.

13.1.2 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.

13.1.3 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).

13.1.4 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 Company'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.

13.1.5 CLIENT HEREBY AGREES AND ACKNOWLEDGES THAT COMPANY 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.

13.1.6 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 COMPANY 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.

13.1.7 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 gTelehealth Patient User receiving services from Client or such Authorized User via gTelehealth is located to the extent licensing in such state is then required under applicable law. Client shall provide evidence of such licensing to Company 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 Company, and such unlicensed party shall immediately cease accessing and using the Products.

13.2 Disclaimer of Warranties.

13.2.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE TRANSACTION DOCUMENTS, COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY 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.

13.2.2 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. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE PRODUCTS AND ANY SOFTWARE, GOOD(S), INFORMATION, DATA OR MATERIALS PROVIDED BY COMPANY AS PART OF THE PRODUCTS OR SERVICES CONTEMPLATED BY THE TRANSACTION DOCUMENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS, THE COMPANY 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 NONINFRINGEMENT. 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.

13.2.3 COMPANY 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. COMPANY IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER.

13.2.4 NOTHING WILL BE CONSTRUED AS A GUARANTEE OR WARRANTY BY COMPANY 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 COMPANY IS NOT RESPONSIBLE FOR PAYMENT OR COLLECTION OF ANY CLAIMS SUBMITTED BY CLIENT OR ON CLIENT'S BEHALF UNDER ANY CIRCUMSTANCES.

13.2.5 COMPANY 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. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE INTERACTION OF THE PRODUCTS WITH ANY DEVICE OR ANY INFORMATION TECHNOLOGY INFRASTRUCTURE OF CLIENT.

13.2.6 NEITHER COMPANY 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.

13.2.7 COMPANY MAKES NO GUARANTIES, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE COMPLETENESS OR ACCURACY OF THE REGISTRY INFORMATION PROVIDED PURSUANT TO THE REGISTRY FUNCTIONALITY IN THE PRODUCTS. CLIENT AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE APPLICABLE REGISTRY RECEIVES THE AUTHORIZED USERS' REGISTRY INFORMATION. COMPANY 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 REGISTRY FUNCTIONALITY IN THE PRODUCTS. THE REGISTRY INFORMATION PROVIDED BY THE REGISTRY FUNCTIONALITY IN THE PRODUCTS IS NOT INTENDED AS LEGAL ADVICE AND ALL LEGAL INQUIRIES ABOUT TOPICS ADDRESSED BY THE REGISTRY FUNCTIONALITY IN THE PRODUCTS OR THE REGISTRY SERVICES SHOULD BE DIRECTED TO CLIENT'S LEGAL COUNSEL. COMPANY 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 REGISTRY FUNCTIONALITY IN THE PRODUCTS OR OTHERWISE RELATING TO SUCH SUBJECT MATTER.

13.2.8 IF COMPANY 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) COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY FOR SUCH HARDWARE, (IV) COMPANY 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) COMPANY FURTHER DISCLAIMS ANY LIABILITY FOR CLIENT DATA STORED ON ANY HARDWARE.

13.2.9 COMPANY 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. COMPANY 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 ANY 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. COMPANY 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.

13.2.10 IF CLIENT ELECTS TO PROVIDE ANY TELEMEDICINE SERVICES TO ITS PATIENTS IT DOES SO AT ITS OWN RISK AND COMPANY 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.

13.3 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.

13.4 Basis of the Bargain. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY 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 COMPANY, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CLIENT AND COMPANY. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY 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.

14. Limitation of Liability; Indemnification.

14.1 Limitation of Liability. IN NO EVENT SHALL COMPANY'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 COMPANY UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE MOST RECENT CAUSE OF ACTION AROSE.

14.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL COMPANY 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

14.4 Indemnification.

14.4.1 Company 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 Company and attributable to such claim.

Company's obligations under this provision are subject to Client: notifying Company of the claim in writing as soon as Client learns of it; providing Company all reasonable assistance and information to enable Company to perform its duties under this Section; allowing Company 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 Company determines in its sole opinion that any Product is likely to be found to infringe as a result of an Infringement Claim, then Company 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 Company determines in its sole opinion that (i) and/or (ii) are not commercially reasonable), (iii) terminate Client's rights and Company'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, Company will have no liability for any Infringement Claim to the extent that it is based upon: (i) modification of any Product other than by Company; (ii) the combination, use, or operation of any Product with products not specifically authorized by Company 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 Company, for no additional charge, supplies a modified or replacement non-infringing Product.

THIS SECTION 14.4.1 STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

14.4.2 Client shall indemnify and hold harmless Company and Company'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 or any of its Authorized Users or by any Joined Party or an of its personnel, (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 or any of the Authorized Users or by any Joined Party or any of its personnel, (v) the diagnosis and/or treatment of any patients of Client or any Joined Party and/or (vi) the negligent acts or willful misconduct of Client, any Joined Party or any of their respective personnel.

14.5 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 Company 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 Company and Company's Affiliates and each of their respective officers, directors, employees, contractors, and agents for, and agrees to indemnify and hold harmless Company and Company'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 Company 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.

14.6 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 Company or any of its Affiliates resides solely with the Authorized Users or other professionals treating such Patient. Company 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 Company 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***.

15. Term and Termination.

15.1 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 Company 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, Company 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 Company 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.

15.2 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 yearly 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 Company may elect to terminate this Agreement at anytime by providing written notice of such termination to Client.

15.3 Termination. Client may terminate this Agreement: (i) in the event of a material breach of this Agreement by Company, provided, that, Client provides written notice of such material breach to Company and such breach remains uncured thirty (30) days after Company's receipt of such notice; or (ii) in accordance with the terms of the Business Associate Addendum. Company may terminate each of the Transaction Documents: (i) as set forth in Sections 4.3 and 10 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 thirty (30) days prior written notice to Client.

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

15.5 Return of Medical Records. Company 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 Company 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 Company 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 Company (the "**Applicable Patients**"), then Company 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, Company shall not be required to transfer any Applicable Patient Records to a departing physician until the Client directs Company to transfer such Applicable Patient Records and Company determines that the transfer complies with applicable law. Company shall not be responsible for transfers of Applicable Patient Records to Persons that Company 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 Company written direction as to how to process a Medical Records transfer request, after a reasonable attempt to contact the Client, Company shall be permitted to transfer the Medical Records to any third party requesting the Medical Records in writing if such third party provides Company 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, Company 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 Company be responsible for transfers of Medical Records to Persons that Company 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 15.5, Company shall transfer the applicable records in such format as is determined reasonable by Company. The transferee of any records under this Section 15.5 shall be responsible for the cost of any disk drives or other media used by Company 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. Company shall have the right to require any third party recipient to agree in writing to indemnify Company 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, Company 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.

15.6 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 Company IP. If Client has any copies of any Company IP, Client shall either destroy or return to Company 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 Company IP has been retained by Client in any form. Termination of this Agreement for any reason shall

not affect Company'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, Company shall have the right to automatically charge Client's bank, credit card or other account designated under Section 3.7, an amount equal to the sum of any outstanding Fees, SOW Fees, SOW Expenses or other amounts owed to Company.

15.7 Survival. Sections 1, 2.10, 2.13, 2.14, 3.4, 3.5, 3.6, 3.7, 3.14, 3.16, 3.18, 4.2, 4.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive the expiration or termination of this Agreement for any reason.

16. General Provisions.

16.1 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.

16.2 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.

16.3 Notices. Any notice required by this Agreement or given in connection with therewith, shall be in writing and shall be given (i) if to Company, to Modernizing Medicine Gastroenterology, Inc., 4850 T-Rex Avenue, Suite 200, Boca Raton, Florida 33431, Attention: Chief Financial Officer with a copy sent to Modernizing Medicine Gastroenterology, 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.

16.4 Waiver and Cumulative Remedies. MMG shall have the right to waive (or elect not to exercise a right) if MMG 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.

16.5 Force Majeure. Company 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 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**").

16.6 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.

16.7 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, Company 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 16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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 Company 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 Company is under no obligation to accept any payment from any third party, which is unsatisfactory to Company in its good faith business judgment. The Client agrees that it shall be responsible for promptly reimbursing Company for all fees required by the American Medical Association or other similar organization to be paid by Company to such organization relating to the Client and its Patients, employees, representatives, consultants, contractors or agents use of the Products.

16.12 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 Company be deemed binding upon Company. 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.

16.13 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.

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

16.15 Due Execution. Client acknowledges that Company 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 Company and Client.

16.16 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, Company will have the right, exercisable not more than once every twelve (12) months, at Company'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 Company. In the event such audit discloses an underpayment of more than five percent (5%) of the amounts payable by Client to Company for the period audited, Client shall reimburse Company for the cost of such audit, in addition to the amount of any underpayments and related late charges.

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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 Company 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 COMPANY

Section 2.1. Use and Disclosure of PHI. Company 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. Company 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 Company carries out any of the Client's obligations under the HIPAA Privacy Rule, Company 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, Company is permitted to use or disclose PHI as set forth below:

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

(b) Company may disclose PHI to a third party for Company's proper management and administration, provided that the disclosure is Required by Law or Company obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentially 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 Company of any instances of which the person is aware in which the confidentiality of the PHI has been breached;

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

(d) Company may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements and Section 12.4 of the Terms and Conditions. Without limiting any other rights of Company under this Agreement, Company may use, create, sell,

disclose to third parties and otherwise commercialize de-identified health information for any purposes not prohibited by law. Company owns all right, title and interest in such de-identified health information and any data, information and material created by Company 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) Company 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 Company;

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

Section 2.2. Safeguards. Company 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, Company 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 ("**EPHI**") that it creates, receives, maintains or transmits on behalf of the Client. Company shall comply with the HIPAA Security Rule with respect to EPHI.

Section 2.3. Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, Company 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. Company shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Company) of a use or disclosure of PHI by Company in violation of this Addendum.

Section 2.5. Subcontractors. Company 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 Company. Company 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 Company under this Addendum.

Section 2.6. Reporting Requirements.

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

(b) Company shall report any Security Incident involving EPHI that is not an Unsuccessful Security Incident (as defined below) of which Company becomes aware without unreasonable delay. Company 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. Company

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) Company 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. Company shall make available PHI to Client in accordance with this Agreement for so long as Company maintains the PHI in a Designated Record Set. If Company receives a request for access to PHI directly from an Individual, Company 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. Company shall provide PHI to Client for amendment, and incorporate any such amendments in the PHI (for so long as Company maintains such information in the Designated Record Set), in accordance with this Agreement and as required by 45 C.F.R. § 164.526. If Company receives a request for amendment to PHI directly from an Individual, Company 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 Company 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), Company shall make available to Client such information as is in Company's possession and is required for Client to make the accounting required by 45 C.F.R. § 164.528. If Company receives a request for an accounting directly from an Individual, Company 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, Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Company 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 Company 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 Company, Client shall provide the minimum amount of PHI necessary for the accomplishment of Client's purpose.

Section 3.3. Appropriate Disclosure of PHI to Company. Client and its employees, representatives, consultants, contractors and agents shall not disclose or otherwise submit any Protected Health Information to Company outside of the Licensed Software or the Hosted Software, including, but not limited to, submissions to any online forum made available by Company to its customers or email transmissions.

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 Company. Client shall notify Company 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 Company'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 Company's use or disclosure of PHI under this Agreement (including under this Addendum) unless such restriction is Required By Law or Company grants its written consent.

Section 3.5. Notice of Privacy Practices. Except as Required By Law, with Company's consent or as set forth in this Agreement, Client shall not include any limitation in Client's notice of privacy practices that limits Company'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 Company 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 Company in its sole discretion.

Section 4.3. Return or Destruction of PHI upon Termination. Upon termination of this Agreement, Company shall return or destroy all PHI received from Client or created or received by Company on behalf of Client and which Company still maintains as PHI. Notwithstanding the foregoing, to the extent that Company 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

SUPPORT AND MAINTENANCE

1. SUPPORT AND MAINTENANCE FOR LICENSED SOFTWARE

1.1 Error Correction. If there is a Software Error in Maintenance Eligible Software and Client provides Company with a Detailed Issue Description of such Software Error then Company shall, at Company's option, use commercially reasonable efforts to repair such Software Error or replace the Maintenance Eligible Software; provided, that (i) the Maintenance Eligible Software has been implemented and operated in accordance with all instructions supplied by Company, (ii) Client notifies Company in writing of such Software Error within ten (10) days of the appearance thereof, and (iii) Client has promptly and properly installed all Fixes, upgrades, updates, and enhancements made available by Company to Client with respect to such Maintenance Eligible Software. THE REMEDIES SET OUT IN THIS SECTION 1.1 ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR A SOFTWARE ERROR. Notwithstanding any other provisions of this Agreement to the contrary, Company shall have no obligations under this Section 1.1 if a Software Error is due to any of the following: (i) Misuse of the Maintenance Eligible Software, (ii) modification of the Maintenance Eligible Software that is not contracted with or expressly authorized in writing by Company, (iii) failure by Client to utilize compatible computer, networking hardware and software with the Maintenance Eligible Software, or (iv) any change in applicable operating system software that is not approved in writing by Company.

1.2 Errors not Caused by the Maintenance Eligible Software. If Company believes that a problem reported by Client is not a Software Error and Company notifies Client of such belief then Client may (i) instruct Company to proceed with further problem determination at Client's possible expense as set forth below, or (ii) instruct Company to stop further work. If Client requests Company to continue troubleshooting any error that is not a Software Error, Client shall pay Company consulting fees at Company's then-current time and material rates, plus reimbursement of actual expenses incurred in connection therewith.

1.3 Telephone Support. As part of Support and Maintenance, Company shall provide Client during Normal Business Hours with telephone help desk services with respect to the Maintenance Eligible Software.

1.4 Updates. Subject to Section 5 of the Terms and Conditions, Company shall provide Client with updates of Maintenance Eligible Software which Company makes generally available to substantially all other users of such Maintenance Eligible Software. Client agrees to provide access to Client's hardware when such update is scheduled.

1.5 Technical Contacts. Each party shall designate one of its employees as its principal technical contact for the other party for technical issues related to this Agreement. Each party may change its technical contact upon delivery of written notification to the other party.

2. SERVICE LEVELS FOR SUBSCRIPTION SERVICES

Commencing as of the later of (i) the Contract Date and (ii) the Product Delivery Date for gGastro Cloud, if the Subscription Services include a subscription to gGastro Cloud then Company shall provide 99% availability for gGastro Cloud during each calendar month during the Term except for: (a) planned down time, which Company shall use reasonable commercial efforts to be outside of normal business hours (business days during 8:00 a.m. to 10:00 p.m., Eastern time) for which Company gives reasonable notice

on its website(s), by email or otherwise that gGastro Cloud will be unavailable; or (b) down time caused by circumstances beyond Company's reasonable control, including without limitation, a Force Majeure Event (as defined below), computer or telecommunications failures or delays involving hardware or software not within Company's possession or reasonable control, and network intrusions or denial of service attacks (the "**Minimum 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 Company fails to meet the Minimum Service Level for any calendar month during the Term as reasonably determined by Company 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 gGastro Cloud for the calendar month following the calendar month in which such deficiency occurs, up to the full amount of Client's Fees for gGastro Cloud for such calendar month. The pro-rata decrease will be calculated so that a 1% deficiency from the Minimum Service Level equals a decrease that is equal to 1% of the Fees for gGastro Cloud 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 Company 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 Company, as a result of a credit request, be required to refund any amounts previously paid by Client to Company. This Section 2 shall not apply to any "beta" or similar in-development versions of gGastro Cloud that Company may make available for evaluation purposes. For the avoidance of doubt, Company shall resolve any questions about the application of this paragraph to bundled pricing arrangements in its sole discretion.

THIS SECTION 2 STATES THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE UNAVAILABILITY OF ANY SUBSCRIPTION SERVICES.

Exhibit C

The following outlines Fees for certain services provided by Company or its licensors as of the Contract Date, and are subject to change upon thirty (30) days written notice to Client.

Type	Description	Price	Per
Faxes for Hosted Product	Inbound / outbound fax pages	$0.05	Per page
	Additional fax lines (first line included)	$15	Line per month
Patient Statements	Patient statements (includes postage if delivered via regular mail)*	$0.74 $0.29	First Page Additional Pages
		$0.58	Printed Paper Claims
On-line Bill Pay	Patient credit card payments via gPortal (excludes merchant credit card fees)	Merchant Fees Apply	
Gastroenterology Registries	Connection to Digestive Health Outcomes or GIQuIC Registries	Pass-through	
gPM- Ancillary Service Providers	gPM for Pathologists or Anesthesiologists	$0.40	Per claim or ERA

*Patient Statement and Printed Paper Claims pricing will be adjusted in accordance with U.S. Postal Service postage rate increases. Notification of these increases will be provided prior to any pricing change.

Exhibit D

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 Company and the AMA, and neither Company 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 Exhibit D 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 D, Client's rights to use the Editorial Content will terminate automatically. Client acknowledges and agrees that only Authorized Provider users of gGastro and gGastro Cloud shall use the Editorial Content.

WITHOUT LIMITING THE TERMS OF SECTION 13 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.

This Section I of this Exhibit D will survive any expiration or termination of this Agreement.

II. HEALTH LANGUAGE

If any of the Company ("**Sublicensor**") products provided by Company to Client ("**Sublicensee**") include any run time software of Health Language, Inc. ("**HL**") then the following additional terms shall apply:

1. **SUBLICENSE.** Health Language, Inc. (HL) hereby grants a limited nonexclusive and nontransferable sublicense for certain HL technology (the "**HL Technology**") through the Sublicensor to the end-user Sublicensee subject to a written agreement between Sublicensor and Sublicensee. Sublicensee acknowledges that HL owns the HL Technology subject to the sublicense.

2. **PROTECTIONS AND NONDISCLOSURE.** Sublicensee agrees that it shall protect all intellectual properties in the HL Technology, including without limitation, patents, copyrights, and trade secrets. Further, Sublicensee shall not disclose any HL Technology to any third parties, nor reverse engineer any HL Technology. This Section 2 shall survive any expiration or termination of this Agreement.

3. **WARRANTY DISCLAIMER.** ANY USE BY SULICENSEE OF THE HL TECHNOLOGY IS AT SUBLICENSEE'S OWN RISK. THE HL TECHNOLOGY IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEALTH LANGUAGE, INC. AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. HEALTH LANGUAGE, INC. IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE HL TECHNOLOGY. This Section 3 shall survive any expiration or termination of this Agreement.

4. **LIMITATION OF LIABILITY. NO LIABILITY FOR DAMAGES.** IN NO EVENT SHALL HEALTH LANGUAGE, INC. OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HL'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR HL FOR THE HL TECHNOLOGY PURSUANT TO THIS SUBLICENSE. This Section 4 shall survive any expiration or termination of this Agreement.

III. QLIKView

If any of the Company products provided by Company to Client include any software of QlikTech Inc. (each a "**QlikTech Product**") then the following additional terms shall apply:

1. Client is prohibited from using the QlikTech Products in any way other than integrated with the data structures of the Products containing such QlikTech Product. Client may under no circumstances whatsoever use the QlikTech Products independently or separated from the Products containing such QlikTech Product.

2. Client has no ownership rights in any Products. Ownership of the QlikTech Products and the copyright and all other intellectual property rights in and associated with the QlikTech Products 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 Products or any part thereof.

4. Client shall not reverse engineer, decompile, disassemble, translate, or adapt any Products containing QlikTech Products, nor shall Client attempt to create the source code from the object code of any Products containing QlikTech Products 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 any Products containing QlikTech Products on termination of this Agreement.

This Section III of this Exhibit D will survive any expiration or termination of this Agreement.

IV. Intelligence Medical Objects End User License Agreement ("EULA")

If any of the Products provided by Company 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) Company'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 Company.

"**Term**" means the term of the agreement between Client and Company 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 E

GREMINDERS+ AND GSURVEYS ADDENDUM

The following additional terms and conditions pertain to the Client's use of gReminder+ and/or gSurveys:

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 Company, 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 Company or a Company 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) Company 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 Company and Company'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 Company or a Company 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 Gastroenterology, Inc. or one of its affiliates ("**MMG**"), which is [*Client*]'s electronic health record or practice management system provider, [*Client*]'s revenue cycle management services provider), or a subcontractor of MMG) 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*], MMG and MMG'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 Company for which Client has not been granted a license by Company 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 Company 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 Company 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, Company without notice to Client may suspend or limit use of the Service to the extent and for such time as Company reasonably deems necessary or appropriate. Company 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 Company'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 Company 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 Company from a third party. As between Company and Client, Company has and shall retain

exclusive ownership of the Licensed Materials. Client acknowledges that the Licensed Materials constitute valuable assets and trade secrets of Company, its licensor(s) or both.

7. No Warranties. CLIENT ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY 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 COMPANY'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 COMPANY 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 Company hereby agree to amend the Business Associate Agreement between them to add the following permitted use and disclosure of Protected Health Information. Company 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. Company 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 Company and Client, Client acknowledges and agrees that Company 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 Company's rights under Section 12.4 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 Company and the third party licensor(s) of the software, website(s) and services that are licensed to Company in connection with the Services.