

AMP Product Page

If the Products specified on the Order Form include AMP Products (as defined below), then in addition to the Modernizing Medicine Standard Terms and Conditions (“**Terms and Conditions**”), the following additional provisions will apply. Capitalized terms not otherwise defined herein will have the meaning ascribed to such terms in the Terms and Conditions.

1. Additional Definitions.

1.1. “AMP E-Store” means the AMP Product identified as “E-Store” on an Order Form, which is a website platform for Client to sell goods and services.

1.2. “AMP Portal” means a self-help portal provided to Client to manage the AMP Website or AMP E-Store.

1.3. “AMP Products” means the advertising, marketing, and promotional Products identified as AMP on an Order Form, and other products and design, maintenance or management services provided as part of such Products.

1.4. “AMP Reputation Management” means the AMP Products identified as “Reputation Management”.

1.5. “AMP Website” means an AMP Product identified as providing a “website”, but excluding the AMP E-Store.

1.6. “Professional Provider Directories” means electronic directories for providers and other members of the healthcare community.

1.7. “Provider Directories” means Professional Provider Directories and Public Provider Directories.

1.8. “Public Provider Directories” means electronic directories for patients and the general public.

2. AMP Product Content.

2.1. Client Content. Client must review and approve, and is solely responsible for, the content, information, and materials in and Client’s use of the AMP Products, whether it is Client Content or Modernizing Medicine Intellectual Property. For the avoidance of doubt and except for the Client Content, all content, information, or materials that Modernizing Medicine provides or makes available as part of or in connection with the AMP Products are Modernizing Medicine Intellectual Property.

2.2. AMP E-Store. Without limiting Section 2.1, Client is solely responsible providing such goods and services, including all associated content for the AMP E-Store (e.g., descriptions, images, pricing, etc.), which content, for the avoidance of doubt, constitute Client Content. Modernizing Medicine is not a party to, nor responsible for, any transactions in the AMP E-Store. Client will: (i) ensure that all Client Content on the AMP E-Store is accurate and truthful, (ii) provide such goods and services in a professional manner and in accordance with industry standards, and (iii) not provide goods or services in the E-Store that are hazardous, counterfeit, stolen, or unlawful. Modernizing Medicine may immediately remove any Client Content in the AMP Products that does not comply with the Terms and Conditions, including this exhibit. Client acknowledges that the AMP E-Store may have limits on the number of goods and services that may be listed.

2.3. Privacy Policy. Client must have and comply with a terms of use and privacy policy that (i) is kept current and complies with all laws, rules, and regulations and (ii) is posted on the AMP Website and, if applicable, the AMP E-Store. Such privacy policy must (a) disclose any and all uses of personal information that you collect from users; (b) disclose all uses of such information, and (c) include the information at: <https://www.modmed.com/AMP-Privacy-Info>, which site Client must monitor for any updates.

2.4 Additional Content. Client acknowledges that Modernizing Medicine may place disclaimers and Modernizing Medicine’s name in the footer of the AMP Website and AMP E-Store.

3. Provider Directories. Certain Client information (e.g., Client’s name, contact information, specialty, Providers’ names, reviews, Client Content, etc.) may automatically be included in Provider Directories. The Provider Directories may include a “contact” feature that allows users to contact Client. The Public Provider Directories may be available to public search engines. Client must meet the eligibility criteria for the applicable Provider Directory. Modernizing Medicine does not provide, and the AMP Products are not, referral services; Modernizing Medicine does not recommend or endorse any healthcare provider.

4. Third-Party Access and Services.

4.1. Third-Party Access. For ModMed to be able to provide certain AMP Products, Client must provide ModMed with access to or with login and password information for third-party accounts or services (e.g., Facebook administrative access). By providing Modernizing Medicine with such access, you represent that you have read and complied with all terms related to such access and that you have all necessary rights to provide such access.

4.2. Third-Party Terms. The AMP Products may contain links or provide access to third-party websites, products, and services (“**Third-Party Services**”). Modernizing Medicine does not approve, sponsor, or endorse any Third-Party Services, even if Modernizing Medicine links to or provides access to them. Modernizing Medicine is not responsible for and makes no representations or warranties, express or implied, regarding any Third-Party Services. Client accesses and uses Third-Party Services solely at Client’s own risk. Third-Party Services may be subject to other terms and conditions and privacy policies (collectively, “**Third-Party Services Terms**”). Client will look solely to, and must bring any rights, claims, or actions you may have related to a Third-Party Service directly against, the provider of that Third-Party Service. If the AMP Products include domain registration, then Client is subject to the Master Domain Registration Agreement at <https://www.modmed.com/AMP-MDRA>.

5. Support.

5.1. Support Hours. Modernizing Medicine will use commercially reasonable efforts to provide telephone help desk and online support services with respect to the AMP Products between the hours of 9:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday other than holidays observed by Modernizing Medicine.

5.2. Other Activities. Modernizing Medicine may without notice and without liability: (i) log off accounts after extended periods of inactivity, (ii) quarantine suspected messages, (iii) modify any domain and user settings, (iv) monitor use of the AMP Products, including to verify compliance with the Transaction Documents, (v) investigate any suspected or alleged misuse of the AMP Products and cooperate with any law enforcement or other governmental entity or any other third parties in such investigation, and (vi)

disclose information about any use of the AMP Products in connection with a law enforcement or other governmental entity investigation of alleged illegal activity or in response to a court order or subpoena.

6. Limitation of Liability.

6.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TRANSACTION DOCUMENTS, MODERNIZING MEDICINE'S AND ITS PRESENT AND FORMER SUBSIDIARIES', AFFILIATES', DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', SUPPLIER'S, LICENSOR'S, AND CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE AMP PRODUCTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO MODERNIZING MEDICINE FOR THE AMP PRODUCTS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE MOST RECENT CAUSE OF ACTION AROSE. FOR AVOIDANCE OF DOUBT, THE AFOREMENTIONED LIMITATION OF LIABILITY SHALL SUPERSEDE SECTION 16.1 (LIMITATION OF LIABILITY) IN THE TERMS AND CONDITIONS.

6.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TRANSACTION DOCUMENTS, IN NO EVENT SHALL MODERNIZING MEDICINE OR ITS PRESENT AND FORMER SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIER'S, LICENSOR'S, OR CONTRACTOR'S 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 MODERNIZING MEDICINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.