MASTER SUBSCRIPTION AND SERVICES AGREEMENT
TERMS AND CONDITIONS

In consideration of the terms and conditions and mutual obligations contained in this Agreement, the parties agree as follows:

1. **Scope of Services**.

1.1 **General**. Subject to the terms and conditions of this Agreement, AZZLY shall provide and Client shall purchase access to the SaaS and other Services described in these Terms and Conditions and any applicable Schedule or Statement of Work.

(a) "**SaaS**" or "**SaaS Service**" means AZZLY's online bundled clinical and financial application currently known as AZZLY RIZE; all software associated therewith, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by AZZLY at the request of a client; and all systems provided or operated by AZZLY to provide access to its site, including all content accessible on or through its website.

(b) "**Services**" means any service rendered by AZZLY specifically to Client, including, but not limited to: (i) hosting of the SaaS; (ii) hosting, delivery, and/or distribution of content; (iii) provision of maintenance and/or other technical support for the SaaS; (iv) implementation and/or training services for the SaaS; (v) development of SaaS functionality specially requested by Client; and/or (vi) any consulting service.

1.2 **Order of Precedence**. In the event of a conflict or ambiguity between or among the provisions of the various documents that comprise this Agreement, such conflict or ambiguity shall be resolved in favor of the terms and conditions of the document with the higher or highest priority as follows (listed in order of highest priority to lowest priority): (i) these Terms and Conditions; (ii) the addenda and Schedules to this Agreement; (iii) a Statement of Work; and (iv) the Order. However, the provisions of any document may amend or override provisions of a higher or all higher priority documents if (and to the extent that) such provisions specifically identify the provision(s) the parties intend to amend or override. No provision set forth or cross-referenced in any invoice or other payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

2. **SaaS Services**.

2.1 **Access and Use**.

(a) Subject to the terms and conditions of the Agreement, AZZLY grants Client a non-exclusive, non-transferable (except where the Agreement itself may be assigned) limited license during the Term commencing on the SaaS Commencement Date (as defined below) to permit its Authorized Users to access and use the portions of the SaaS identified on the Order attached hereto, via the Internet, solely for Client's internal business purposes and solely to support Client's own medical, clinical, and administrative practice or facility, and solely as permitted by the features of the SaaS which may vary from user to user.

(b) "**Authorized User(s)**" or "**User(s)**" means, in a given calendar month, a user registered on the SaaS Service with a designation of "active" at any time that month, who has acquired such access through Client. Authorized Users must be a Client employee or authorized agent, must agree to be bound by the terms of this Agreement, and not access or use the SaaS Service for redistribution or remarketing. Authorized Users shall not include AZZLY competitors or any entity developing or providing a competing service. The maximum number of Authorized Users permitted at any point in time (the "**Authorized Number of Users**") shall initially be the number set forth in the attached Order and may be amended by the parties from time to time as will be shown in the Manage Staff Screen displayed within the SaaS. Using the functionality of the SaaS, Client may add and remove Authorized Users, but the aggregate number of Authorized Users is counted monthly for billing purposes. Client may

increase and decrease the Authorized Number of Users by adding or making staff inactive within its account on the SaaS. However, AZZLY reserves the right, and Client acknowledges such right, to assess additional charges if Client deliberately or habitually exceeds the maximum Authorized Number of Users permitted under this Agreement.

(c) Only Authorized Users may access the SaaS. Client shall control access and use by all Authorized Users and shall be responsible for Authorized User's compliance with this Agreement and all activity occurring under its User accounts. Client will notify AZZLY promptly of any unauthorized access to, or use of, the SaaS.

(d) All rights not expressly granted to Client in this Agreement are reserved by AZZLY and its licensors and providers.

2.2 **Client Restrictions**. Client may only use the SaaS for its own lawful, internal business purposes. Additionally, Client shall not, and shall not permit any Users to:

(a) use the SaaS in violation of applicable laws, the legal right of any third party (including intellectual property rights or privacy rights), or this Agreement;

(b) use the SaaS to transmit, store or publish any content that is obscene, libelous, threatening or unlawful;

(c) provide, license, sublicense, sell, resell, distribute, rent, lease, lend, time-share, or otherwise commercially exploit or make available the SaaS to anyone other than an Authorized User, as expressly permitted herein;

(d) modify or create any derivative works based upon the SaaS;

(e) copy, reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the SaaS or any part thereof (except to the extent that such restriction is not permitted under applicable law);

(f) make the SaaS available to any unauthorized entities, including without limitation, AZZLY competitors; or

(g) interfere with or disrupt the integrity or performance of the SaaS, AZZLY's computer systems or AZZLY's business operations; or

(h) remove or modify any proprietary notice or labels associated with any part of the SaaS.

Should unexpected or inappropriate use of the SaaS (e.g., extraordinary bandwidth usage; uploaded files that contain malicious content, etc.) occur, AZZLY may take steps necessary to remedy the issue, including without limitation, suspension or denial of access or suspension or inactivation of an Authorized User account.

2.3 **Internet; Office Systems**. Client shall be solely responsible for its Internet connection (the speed of which may have a significant impact on the responsiveness of the SaaS Service), including all Internet service provider connection charges. AZZLY recommends access to a second internet connection backup for redundancy. Client shall also solely be responsible for all computers, other hardware, and software necessary to allow Client to establish and maintain a wireless computer network in its offices and to access the Internet, including but not limited to personal computers, printers, scanners, routers, faxes, signature pads, copiers, modems, personal digital assistants, operating systems, anti-virus software, firewalls, and network software (collectively, the "Office Systems"). AZZLY shall provide documentation (including without limitation through its website and/or eLearning Platform) that specifies certain minimum requirements that Office Systems must meet in order for the SaaS to perform as described.

2.4 **Hosted Data**. Client will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data Client and its Users have input into the SaaS that is processed or stored by AZZLY and/or its service providers ("**Hosted Data**").

3. Additional Services

3.1 **Maintenance Services**. AZZLY will provide Client with the maintenance and support services, as described in the Service Level Agreement at **Appendix 1**. Client agrees to promptly provide AZZLY with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with AZZLY, in order for AZZLY to comply with its obligations hereunder. In no event shall AZZLY be responsible or liable for any errors, bug or other problems caused by hardware or software not provided by AZZLY.

3.2 **Initial Training and Implementation Services**. If the Order includes an implementation package, following the SaaS Commencement Date, AZZLY or its designee will provide a New Client Setup worksheet and its Business Associate Agreement to Client. Client shall promptly complete and return to AZZLY or its designee (as applicable) such documents, and timely respond to any follow up inquiries from AZZLY or its designee. Client acknowledges that the return of such documents and response to such inquiries is required in order to establish a "go live" date, and any delay in its return or response may result in delays in the eligible go live dates. The parties shall cooperate to design and develop a mutually acceptable training and implementation plan set forth in a Statement of Work to be executed by both parties (the "**Training and Implementation SOW**") If the Services include training or implementation sessions to be provided by AZZLY, Client agrees to make its personnel available to AZZLY to participate in any scheduled session. Client may cancel a scheduled session upon prior written notice to AZZLY at least 24 hours prior to any scheduled online session and at least fourteen (14) business days prior to any onsite session; and Client acknowledges that additional fees may be incurred in connection with rescheduled sessions.

3.3 **Other Professional Services**. Client may request that AZZLY provide other professional services, including, but not limited to additional training, or consulting and development services in addition to those described in this Agreement. All such Services shall be provided under an applicable Statement of Work to be executed by both parties. All Training and Implementation Services and other Professional Services provided under any Statement of Work shall be subject to the Professional Services Terms and Conditions set forth in the attached **Appendix 2**.

3.4 **Exclusions**. AZZLY does not provide advice, training, maintenance, support or other services with respect to Client Office Systems, for which Client is solely responsible.

4. Payment.

4.1 **Subscription Fees**. Within ten (10) days of the end of each calendar month during the Term (as defined below), Client will pay AZZLY a SaaS subscription fee (the "**Subscription Fee**") as described in the attached Order. Client must pay the Subscription Fee to continue to access and use the SaaS for the entire Term of this Agreement. Monthly charges will start the month of the scheduled "go live" date or at 90 days whichever comes first unless a delayed start date has been mutually determined and accepted by both Parties. Upon at least thirty (30) days' prior notice to Client (which notice may take the form of AZZLY posting an electronic message or bulletin through the SaaS or to all Users), AZZLY may modify the fees, including by increasing the Subscription Fee. Subscription Fees are non-refundable.

4.2 **Other Fees**. AZZLY shall invoice, Client and Client shall pay to AZZLY within ten (10) days of receipt of each invoice, the fees, charges, and reimbursable expenses as specified in this Agreement and all applicable Schedules and Statements of Work.

4.3 **Taxes**. All pricing and fees under this Agreement are exclusive of applicable sales, use, VAT, and other taxes ("**Taxes**"), and are net of withholding taxes. Client agrees to pay, or reimburse AZZLY or its designee (as applicable) any Taxes due in connection with this Agreement, excluding taxes on AZZLY's or its designee's income; provided, however, that AZZLY or its designee shall not invoice Client for any taxes for which Client has provided an appropriate exemption certificate for the applicable delivery jurisdiction.

4.4 **Form of Payment**. Payment of all fees shall be made in U.S. currency. If You have provided AZZLY with credit card, ACH or other payment information ("Payment Method") for purposes of payment hereunder, then: (a) Client represents and warrants that Client and its personnel providing such payment information are authorized to use such Payment Method, and (b) Client and its personnel providing such payment information authorizes AZZLY or its designee to charge all amounts owed to AZZLY under this Agreement to such Payment Method as such amounts become due.

4.5 **Late Payments**. AZZLY may discontinue performance under this Agreement if Client fails to pay any amounts when due and fails to cure such failure within ten (10) days of receiving written notice from AZZLY. AZZLY reserves the right to charge and collect, and Client agrees to pay, a service fee on any unpaid, past-due fee amounts equal to the lesser of one and one-half percent (1½ %) per month or the maximum amount permitted by law. Client agrees to reimburse AZZLY or its designee for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for delinquent amounts.

5. Third Party Products and Services

5.1 **Third Party Terms**. Client acknowledges that AZZLY's Services bundle and integrate various third party products and services ("**Bundled Services**"), and Client agrees to be bound by the terms and conditions attached at **Appendix 3** (the "**Third-Party Terms**"), including as may be amended from time to time, with respect to such Bundled Services. AZZLY reserves the right to add or delete any third-party service provider and to revise the Third-Party Terms in the event that any third-party service provider requires AZZLY to pass through any new or modified terms.

5.2 **Third Party Services**. At Client's request, AZZLY may refer Client to third party service providers ("**Referred Third-Party Consultants**") who specialize in providing these types of services with respect to Office Systems or other areas; HOWEVER, ANY SUCH REFERRAL IS PROVIDED AS-IS AND SHALL NOT CONSTITUTE ANY RECOMMENDATION, REPRESENTATION OR WARRANTY BY AZZLY WITH RESPECT TO THE SERVICES OF ANY REFERRED THIRD PARTY CONSULTANT.

6. Term and Termination.

6.1 **Term**. The initial term of this Agreement will commence on the date of the last party to sign the Partnership Agreement (the "**SaaS Commencement Date**"), and will continue for mutually agreed upon period of months determined (the "**Initial Term**"); and thereafter shall renew automatically for successive renewal terms (each a "**Renewal Term**") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to such a renewal date, or unless earlier terminated as provided below. The Initial Term and each Renewal Term are collectively the "**Term**" of the Agreement.

6.2 **Early Termination**. This Agreement may be terminated prior to the end of the applicable term upon written notice: (a) by either party upon the filing for bankruptcy protection of the other party; (b) by either party if the other party is insolvent; or (c) by either party if the other party is in breach of any material obligation under this Agreement, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing). In addition, AZZLY may terminate this Agreement upon written notice to the Client if: (a) Client fails to make any one or more monthly payments owed to AZZLY under Section 4 within ten (10) business days after the due date; or (b) Client breaches any obligations under Section 2 of this Agreement.

6.3 **Effect of Termination or Expiration**. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to Client hereunder (including without limitation all rights to access or use the SaaS and all third-party services), shall immediately terminate and Client shall cease to use and access the SaaS Services, or any portion thereof. Following the expiration or termination of this Agreement, upon Client's request, AZZLY will use reasonable efforts

to transfer an electronic copy of Client's Hosted Data (in the format in which it is stored by AZZLY) to Client within six months of notice. AZZLY will maintain a copy of Hosted Data for no more than six (6) months following expiration or termination of the Agreement, after which time any Hosted Data not retrieved may, at AZZLY's discretion, be destroyed or archived according to AZZLY's data retention policies.

6.4 **Survival**. The rights and obligations of the parties under Sections 2.2 (client restrictions), 4 (payment), 7 (intellectual property rights), 9 (confidentiality), 10 (warranties and indemnities) and 11 (limitation of liability) will survive the expiration or termination of this Agreement.

7. Privacy and Security.

7.1 **HIPAA**. If Client is a "covered entity" as defined by the HIPAA administrative simplification law and regulations ("**HIPAA**"), then the Services under this Agreement will be subject to, and Client agrees to be bound by the terms of, the Business Associate Agreement (BAA) attached at **Appendix 4**.

7.2 **Security**. AZZLY shall implement security measures (such as password protection and encryption) and maintain such other safeguards (including virus protection safeguards) which are reasonably intended to preserve the confidentiality, integrity and availability of Hosted Data and which are consistent with current commercial practices in the industry. Client will not attempt and will not permit any of its Users to attempt, to disable, modify or circumvent any security safeguard adopted by AZZLY. Client acknowledges and agrees that AZZLY may monitor, record, and audit Client, including any User's, use of the SaaS in order to protect the security of all hosted information and the security of AZZLY's information systems. Client agrees that AZZLY may suspend one or more of its User accounts if necessary, to protect the security of Hosted Data or AZZLY's information systems. The parties expressly recognize that, although AZZLY shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security. EXCEPT WITH RESPECT TO AZZLY'S EXPRESS OBLIGATIONS IN THIS PARAGRAPH, CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY UNAUTHORIZED DESTRUCTION, LOSS, INTERCEPTION, OR ALTERATION OF THE HOSTED DATA BY UNAUTHORIZED PERSONS.

7.3 **User Policy**. Client agrees to comply, and shall require its Users to comply, with AZZLY's user policy, as may be in effect from time to time and posted on the AZZLY web site. If the user policy requires Client to implement specific safeguards, such as unique user accounts with confidential passwords, Client agrees to implement such safeguards promptly.

8. **Intellectual Property Rights**.

8.1 **AZZLY's Rights in the SaaS**. As between the parties, AZZLY retains all right, title and interest in and to the SaaS. AZZLY and/or its licensors are the sole owners of the SaaS and of all copyright, trade secret, patent, trademark and other intellectual property rights in and to the SaaS and any reports or recommendations delivered or made to Client as part of the Services ("**Implementation Deliverables**"). Client acknowledges that this Agreement does not provide Client with title to or ownership of the SaaS, any portion thereof, the Implementation Deliverables, or any copies or modifications thereof, but only a right of limited remote use under the terms and conditions of this Agreement.

8.2 **Client's Rights in Hosted Data**. As between the parties, Client has and will retain all rights of ownership in the Hosted Data, provided that Client hereby grants to AZZLY a non-exclusive, perpetual, irrevocable, non-transferable (except to the extent this Agreement is assignable), royalty-free license to access, use, copy, disclose, display, distribute, transmit, publish, and process the Hosted Data:

(a) to provide the SaaS Services (including submitting Hosted Data to other health care providers, third party service providers, insurance companies, and other persons as directed

by Client through the SaaS or otherwise in accordance with the SaaS documentation);

(b) to otherwise perform its obligations under this Agreement;

(c) to aggregate information relating to transactions for statistical analysis and business measures of the performance of the Services,

(d) to monitor Client and User use of the SaaS for security purposes,

(e) as permitted by the Business Associate Agreement, and/or

(f) to enforce the terms of this Agreement.

(g) Additionally, AZZLY may establish one or more internal user accounts for the SaaS, which accounts shall enable authorized members of AZZLY's workforce and its subcontractors to access application data. AZZLY and its subcontractors may access Hosted Data, applications and databases for testing, system maintenance, support, and as needed to investigate alleged privacy violations and security incidents. Such information shall be restricted to authorized personnel on a need to know basis. AZZLY shall access such information only for purposes authorized by this Agreement and the Business Associate Agreement.

8.3 **Rights of Both Parties in SaaS Outputs**. The parties acknowledge that certain outputs from the SaaS **("SaaS Outputs**") may be produced and provided by AZZLY pursuant to this Agreement and may comprise derivative works in which both parties will have interests. AZZLY hereby grants Client a perpetual, non-exclusive license to use the SaaS Outputs for Client's internal business purpose to support its medical, clinical, and administrative practice or facility, but Client shall not use the SaaS Outputs to, or assist others to, reverse-engineer the SaaS or create a competitive platform and will not distribute SaaS Outputs to third parties (or otherwise use the SaaS) to operate, or in connection with operating, a service bureau in which Client provides workforce management and related services to third parties. Subject to AZZLY's obligations under this Agreement, AZZLY shall have the right to use the SaaS Outputs to develop new applications, services or functionality for the SaaS provided such developments do not include Confidential Information of Client. AZZLY will retain all rights of ownership in any such developments or modifications of the SaaS.

9. Confidentiality.

9.1 **Confidential Information**. Both parties acknowledge that, in the course of this Agreement, certain confidential or proprietary information ("**Confidential Information**") may be disclosed solely for the purposes described herein. AZZLY's Confidential Information includes, without limitation: the terms of this Agreement; the SaaS and any related applications, software, databases, source code, object code, documentation, trade secrets, other intellectual assets, systems information or business practices; and other information generally that the parties have indicated to be or should reasonably know to be sensitive, whether or not protected as property under the laws of any jurisdiction. Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the structure, organization, and code of the SaaS are the valuable trade secrets and Confidential Information of AZZLY and its licensors, as applicable.

9.2 **Exceptions**. Confidential Information: shall not include information which can be demonstrated to be public information on the date this Agreement is executed or becomes public information subsequent to such date through acts not attributable to Client or any User.

9.3 **Confidentiality Obligations**. A party who receives such Confidential Information from the other party will not disclose the same to third parties, other than disclosure to its employees and contractors who have a duty to comply with this provision, with such disclosure being made for the sole purpose of the party performing its rights and obligations under this Agreement. Additionally, Client shall require all Users to comply with the obligations of this Section 9. A party who receives

such information from the other party will not use the same for any purpose other than for the purposes stated in this Agreement, and shall exercise the same degree of care and protection with respect to the disclosing party's Confidential Information that it exercises with respect to its own confidential information of a similar nature and, in any event, shall use reasonable care and take all reasonable precautions to prevent unauthorized disclosure of such Confidential Information to third parties.

9.4 **Continuing Obligation.** The obligation of non-disclosure and non-use with respect to Confidential Information shall survive the expiration or termination of this Agreement for a period of five (5) years and, with respect to any trade secret information, shall continue indefinitely as long as such information remains a trade secret of the disclosing party (or for so long as permitted by applicable law).

10. Representations and Warranties; Disclaimers.

10.1 **SaaS Warranty**. AZZLY represents and warrants that AZZLY and the SaaS Service does not infringe or otherwise violate any copyright, trade secret, or U.S. trademark of any third party and, to AZZLY's knowledge, when used for its intended use, does not infringe any patent of any third party. As AZZLY's sole obligation, and Client's sole remedy, for any breach of the foregoing limited SaaS warranty, AZZLY shall: (a) procure for Client the right to use and access the infringing or potentially infringing portion(s) of the SaaS; or (b) replace or modify the infringing or potentially infringing portions of the SaaS with a non-infringing substitute otherwise materially complying with the functionality of the replaced system; or if (a) and (b) are not reasonably available in AZZLY's reasonable opinion, (c) AZZLY may terminate the Agreement in which case Client shall receive a refund of prepaid, unearned fees.

10.2 **Service Warranty**. AZZLY warrants that the Training and Implementation Services will be performed in a professional workmanlike manner consistent with industry standards. As AZZLY's sole obligation, and Client's sole remedy, for any breach of this limited service warranty, AZZLY shall re-perform the Training and Implementation Services at no additional cost to Client.

10.3 **WARRANTY DISCLAIMER**. AZZLY MAKES NO REPRESENTATION OR WARRANTY THAT AZZLY, THE SAAS, THE BUNDLED SERVICES, OR REFERRED THIRD-PARTY CONSULTANTS SHALL PERFORM ACCURATELY OR RELIABLY, THAT ANY INFORMATION DELIVERED TO CLIENT, USERS, OR TO THIRD PARTIES ON CLIENT'S BEHALF, BY OR THROUGH AZZLY OR THE SAAS WILL BE CORRECT OR COMPLETE, OR THAT USE OF THE SAAS WILL OBTAIN ANY CERTAIN RESULTS. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 10, AZZLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO AZZLY, THE SAAS, BUNDLED SERVICES, REFERRED THIRD-PARTY CONSULTANTS, OR ANY OTHER SERVICES, PRODUCTS OR SERVICES DELIVERED UNDER THIS AGREEMENT. AZZLY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), NON-INFRINGEMENT, OR THAT AZZLY OR THE SAAS WILL BE UNINTERRUPTED OR ERROR FREE.

11. Limitation of Liability.

11.1 **Maximum Liability**. Except with respect to Client's obligations to pay any outstanding amounts owed hereunder, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO AZZLY HEREUNDER DURING THE TWELVE MONTHS PREVIOUS TO THE EVENTS GIVING RISE TO SUCH CLAIM.

11.2 **No Consequential Damages**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AZZLY AND ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM AZZLY'S OR SAAS'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT, FROM THE FURNISHING, PERFORMANCE OR LOSS OF USE OF SUCH PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, FROM ANY INTERRUPTION OF BUSINESS OR LOSS OF DATA, WHETHER RESULTING FROM BREACH OF CONTRACT OR OTHER LEGAL LIABILITY WHATSOEVER, EVEN IF AZZLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Miscellaneous**.

12.1 **Assignment**. Neither party shall assign, delegate, sublicense, or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the other party, except to (a) a successor in a merger or a sale of all or substantially all of such party's capital stock, assets or business or (b) solely with respect to AZZLY, a majority owned subsidiary of AZZLY or an affiliate under the same common control as AZZLY. Any assignment, delegation, sublicensing, or transfer by either party in violation of this subsection shall be void and without force or effect.

12.2 **Force Majeure**. In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of any Act of God, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster (each, a "**Force Majeure Event**") the party who has been so affected shall promptly give notice to the other party and shall use commercially reasonable and diligent efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. However, nothing provided herein shall excuse the delay of any payment that is validly due by Client under this Agreement.

12.3 **Notices**. Unless expressly stated otherwise herein, any notice required or permitted to be given by a party pursuant to the terms of this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid), (d) when delivered via email to the notified party's email provider for delivery to such notified party, or (e) upon confirmation of receipt by facsimile transmission; in each case addressed (as applicable) to Client at the address identified on the Cover Page of this Agreement and to AZZLY at:

AZZLY, Inc.
2770 Indian River Blvd, Suite 202
Vero Beach, FL 32960
Attention: Coletta Dorado
Email: colettad@azzly.com

The address for notice may be subsequently modified by a party pursuant to written notice to the other party.

12.4 **Governing Law**. All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of the State of Florida without regard to its conflicts of law provisions. Other than as necessary to enforce any final judgment, award or determination, any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of Florida without regard to its conflict of law's provisions. In any such action, both parties submit to

the personal jurisdiction of the courts of the State of Florida and waive any objections to venue of such courts.

12.5 **Dispute Resolution**. In the event of any controversy or claim arising under or related to this Agreement ("**Dispute**"), the parties agree to use their best efforts to determine, for a reasonable period of time not to exceed thirty (30) days, a mutually agreeable solution to any Dispute by submitting the matter to the respective account or project managers to review, and if no resolution is reached, escalating the matter to higher levels of management not participating in the project who can and will provide objective input into a resolution, prior to resorting to litigation.

12.6 **No Waiver**. Neither party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.

12.7 **Cumulative Remedies**. Except as expressly stated otherwise herein, each party's rights and remedies provided for in this Agreement shall be cumulative, exercisable concurrently or separately, and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

12.8 **Amendments**. No amendment to this Agreement is effective unless it is in writing and signed by both parties to this Agreement.

12.9 **Severability**. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

12.10 **Entire Agreement**. This Agreement constitutes the complete and exclusive agreement respecting the subject matter hereto and supersedes and renders null and void any and all agreements and proposals (oral or written), understandings, representations, conditions, and other communications between the parties relating hereto agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter thereof, whether oral or written. The descriptive headings of the sections of this Agreement are inserted for convenience only, confer no rights or obligations on either party, and do not constitute a part of this Agreement.

12.11 **Counterparts**. This Agreement may be executed in any number of counterparts and by facsimile signature, each of which shall be an original, and each of such counterparts together constitute but one and the same agreement.

Revised January 2019

APPENDIX 1
Service Level Agreement

This Service Level Agreement does not become operative until after the go live and Final Acceptance Date of the SaaS as set forth in the applicable Statement of Work.

SOFTWARE AVAILABILITY

AZZLY uses reasonable efforts to make the SaaS Services accessible 24 hours, seven days a week; however, there will be instances when the SaaS Service will be interrupted for maintenance, upgrades or emergency repairs and/or due to other reasons beyond the control of AZZLY, such as failures or delays of the Internet, third party services, and equipment. From time to time, AZZLY and its service providers may perform scheduled or unscheduled maintenance as may be necessary to maintain the proper operation of the SaaS, and access to AZZLY and the Hosted Data may be impaired or interrupted while such maintenance is being performed. AZZLY and its service providers will endeavor to conduct scheduled maintenance between the hours of 11 P.M. and 6 A.M. Eastern Time, United States, or such time period as AZZLY may from time to time substitute by providing notice to You (including by posting an electronic message or bulletin to You, or to all subscribers through an electronic notice).

If an outage occurs, AZZLY will commit resources to resolve the interruption and move resolution to the highest priority. AZZLY will notify all users of the outage and maintain communication until resolved through Notice Updates.

SUPPORT

AZZLY shall provide on demand online assistance in the form of online user tutorials and online training materials, provided through the AZZLY eLearning Platform, an online Learning Management System available to Authorized Users, as well as online support for technical and use related questions with respect to the SaaS Service during AZZLY's normal business hours and limited on-line after hours support through a 24/7 ticketing system.

APPENDIX 2
Professional Services Terms and Conditions

1. Scope of Services. The technology, consulting and other professional services to be provided by AZZLY (the "Services") will be described on the relevant Statement of Work executed by the parties. AZZLY shall devote reasonable effort to perform the Services, and AZZLY shall perform the Services when and where as AZZLY shall determine in its sole discretion. AZZLY does not guarantee any level of results from the Services.

2. Modifications. Client may request changes that affect the scope or duration of the Services. If Client requests any such changes, then AZZLY shall promptly notify Client if it believes that an adjustment in the fees to be paid to AZZLY or the completion date of any Services is required. If the parties have mutually determined that any such adjustment is necessary, the parties shall negotiate in good faith to agree upon a reasonable and equitable adjustment to the fees to be paid to AZZLY and shall amend the SOW accordingly.

3. Non-Solicitation. During the term of AZZLY's engagement by the Client to perform the Services and for a period of one (1) year from and after the termination of the applicable Statement of Work with AZZLY, neither party, nor any of their directors, officers, shareholders, members, partners, employees or agents shall, at any time during such period solicit, recruit, hire, contract for services or otherwise employ, directly or indirectly, any of the employees, contractors or representatives of the other party.

4. Facilities. Client shall permit AZZLY to have reasonable access to Client's facilities and systems as reasonably necessary to provide the Services, including, without limitation, access to all technical data, computer facilities, programs, files, documentation and test data. AZZLY shall obey all reasonable and generally applicable rules and procedures at Client's facilities, provided that Client has provided AZZLY with copies of such rules and procedures in advance. Client's facilities shall be reasonably safe and sanitary; shall have normal and customary utilities and office support services suitable for the performance of the Services; and shall have normal and adequate offices and office furniture.

5. Client Personnel. To the extent that Client's personnel are to work with AZZLY or its personnel in connection with the Services, Client must assign Client personnel having skills commensurate with their role with respect to such engagement. To the extent that Client's failure to assign such personnel materially interferes with AZZLY's ability to perform the Services, then AZZLY shall be excused from performance of the applicable Services and the parties shall negotiate in good faith a reasonable and equitable adjustment to the Fees (as defined below) and the scope of the Services.

6. Information. Client acknowledges and agrees that AZZLY may, during the provision of the Services, be dependent upon or use technical data, material and other information furnished by the Client. Client warrants the accuracy and completeness of such information, and AZZLY shall be entitled to rely upon the accuracy and completeness of such information during the provision of the Services with no obligation to make an independent investigation or inquiry. Client shall promptly inform AZZLY of any changes in data, material and other information previously furnished by it.

7. Fees. Client shall pay AZZLY fees for the Services (the "Fees") in accordance with Schedule A and/or an applicable Statement of Work

8. Ownership of Deliverables. The parties agree, except for specific projects and deliverables agreed upon in writing by the parties, that all documents, designs, inventions, data and other tangible materials authored or prepared by AZZLY for Client that result from the performance of the Services (the "Deliverables"). Client agrees to render, at Client's sole cost and expense, all reasonably required assistance to AZZLY to protect

AZZLY's ownership rights in the Deliverables, including, without limitation, assignments, bills of sale or other documents necessary to assign or transfer the intellectual property in the Deliverables. As part of AZZLY's provision of the Services hereunder, AZZLY may utilize its proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including without limitation methodologies, templates, flowcharts, architecture designs, software, tools, specifications, drawings, sketches, models, samples, documents and records, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by AZZLY or by third parties under contract to AZZLY (all of the foregoing, collectively, "Background Technology"). The Background Technology and AZZLY's administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of AZZLY.

9. License of Background Technology and Deliverables. To the extent that Client utilizes any of the Background Technology as part of AZZLY's provision of the Services hereunder, AZZLY hereby grants to Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable and revocable license to use such Background Technology in connection with the Services, which license shall expire upon termination of the Services. Upon to delivery of any Deliverable to Client, AZZLY also hereby grants to Client a fully paid-up, royalty-free, non-exclusive, non-transferable, non-assignable and revocable license to use such Deliverable in connection with the Services, which license shall expire upon termination of the Services.

10. General Skills or Knowledge. Notwithstanding anything to the contrary in this Addendum, neither AZZLY nor its personnel (including, but not limited to, principals or employees) shall in any event be prohibited, enjoined or otherwise impeded at any time or in any fashion by the Client from employing, enhancing or otherwise utilizing any General Skills or Knowledge. For purposes of the foregoing, "General Skills or Knowledge" means all general skills, knowledge, techniques or methods used by AZZLY or its personnel in their work, and includes any know-how, experience, expertise, skill or knowledge that is previously known or used by such personnel or that may be learned or acquired by such personnel during the course of performing the Services , as well as any information, methods or approaches that are publicly or generally used or known by others in the trade or that have been acquired by such personnel as a result of similar work performed by AZZLY in another engagement for another client.

11. Warranties and Warranty Disclaimer. The warranties, warranty disclaimers and warranty exclusions described in Section 7 of the Terms and Conditions shall also apply to AZZLY's performance of the Services and to the Deliverables and the use of any Background Technology by AZZLY.

APPENDIX 3
Third Party Terms

The following Third-Party Terms apply with respect to your use of AZZLY:

"FDB (First Databank)" Integrated Product End-User License Agreement

This product utilizes FDB as its drug knowledge vendor. FDB and AZZLY are separate products provided by separate entities. FDB is intended for use in the United States.

Declaration of Use:
AZZLY shall use the Licensed Solutions as a source of drug product information for its electronic medical record (EMR) system for documentation and drug clinical decision support in inpatient and outpatient addiction treatment centers. Sublicenses to End Users are permitted, when the Licensed Solutions are bundled with other Licensee services or products. Each End User is required to be sublicensed under terms and conditions no less restrictive than those outlined in this License Agreement and sublicensee's use of the Licensed Solutions will be limited to the support of electronic medical records for documentation and drug clinical decision support in inpatient and outpatient addiction treatment centers. Your use of this product acknowledges acceptance of these restrictions, disclaimers, and limitations.

Disclaimer of Warranties

FDB represents and warrants that it has utilized reasonable care in collecting and reporting the information contained in the Licensed Solutions and has obtained such information from sources believed to be reliable. FDB, however, does not warrant the accuracy of codes, prices or other data contained in the Licensed Solutions. Information reflecting prices is not a quotation or offer to sell or purchase. The clinical information contained in the Licensed Solutions is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient.

FDB MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THOSE IN THIS LICENSE AGREEMENT, AND FURTHER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE DATA FROM WHICH THE LICENSED SOLUTIONS ARE COMPILED, NOR THE COMPATIBILITY OF THE LICENSED SOLUTIONS WITH LICENSEE'S HARDWARE AND SYSTEMS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL FDB BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF FDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL FDB'S LIABILITY EXCEED THE AMOUNT PAID TO IT BY LICENSEE FOR THE CURRENT FEE TERM OF THIS LICENSE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION OF FDB, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.

PROFESSIONAL RESPONSIBILITY. Licensee acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Licensee takes full responsibility for the use of information provided by the Licensed Solutions in patient care and acknowledges that the use of the Licensed Solutions in no way is intended to replace or substitute for professional judgment. FDB does not assume any responsibility for actions of Licensee which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis. Licensee shall ensure that all healthcare professionals using the Licensed Solutions are aware of the limitations of the use of the Licensed

Solution.

ePRESCRIBING SYSTEM TERMS OF USE FOR END USERS

Our company ("**we**," or "**us**"), in accordance with a series of Agreements with DrFirst.com, Inc. ("DrFirst") provides access to an online electronic prescription system ("**EP System**") that allows for electronic prescribing and other online tools and related services (collectively, the "**GEP Services**" which shall include access to and use of the EP System) to assist physician practices, individual physicians, and other health care providers (such persons are collectively referred to as "**End Users**") to perform a variety of health care activities associated with electronic prescribing. The GEP Services are made available to End Users only under the applicable terms of use below (the "**Terms**").

PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE CANNOT GRANT YOU ACCESS TO THE GEP SERVICES, THE SITE, OR ANY RELATED TOOLS OR SERVICES, AND, IF YOU ARE IN THE PROCESS OF REGISTERING, YOU SHOULD CLICK ON THE "DO NOT ACCEPT" BUTTON TO DISCONTINUE THE REGISTRATION PROCESS. FURTHER, WE ARE CONTRACTUALLY BOUND TO INFORM YOU THAT ONE OR MORE OF THE DATA VENDORS DO NOT WARRANT THE ACCURACY OF THE PRESCRIPTION DATA; HOWEVER, WE AND OUR PARTNERS ARE AWARE OF NO SPECIFIC INSTANCE OF INACCURATE DATA AND WE WILL TAKE IMMEDIATE STEPS TO CORRECT ANY INACCURATE DATA AS SOON AS IT COMES TO OUR ATTENTION THROUGH ANY MANNER.

A. End User Requirements

By agreeing to these Terms as an End User, you represent that you are a licensed medical professional with the right to prescribe medicine. You must continue to be such a licensed medical professional during such time as you access the GEP Services as a registered End User. In the event that you cease to be a licensed medical professional with the right to prescribe medicine, these Terms will automatically terminate, and you agree to notify us immediately. Further, if we discontinue our relationship with DrFirst, then these Terms of Use will terminate.

B. Access to Services

For so long as these Terms remain in effect and you remain a registered End User, we will make the GEP Services available to you for use with your medical patients only. You may access the GEP Services and EP System by using the software that we may specifically identify within the Site as available for download or use ("**PDA Software**"). Subject to these Terms and during such time as you remain a registered End User, we also grant you a limited, non-exclusive, nontransferable license to access and make use of online features of GEP Services, and to download, install and operate any PDA Software for accessing the EP System.

C. General Restrictions on Use

If you are an End User, then the licenses granted to you by these Terms will remain in force only for so long as these Terms remain in effect or until your registration is cancelled or terminated. You may not resell or sublicense access to or use of the GEP Services or any of the rights granted to you herein to any third party. You may not use any PDA Software except in connection with your personal use of EP System as authorized by these Terms. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of EP System or PDA Software. You further agree not to combine or integrate EP System and/or any PDA Software with software or technology not provided by us, or modify, further develop or create any derivative product based on the foregoing. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or access the source code from which any component of the Site, Services and/or PDA Software is compiled or interpreted, and nothing in these Terms may be construed to grant any right to obtain or use such source code. You agree not to use EP System or PDA Software to: (a) violate any local, state, national or international law; (b) access any EP System subscription account other than your own; or (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity.

D. Securing and Maintaining Patient Consents

Patient written consents must be secured and maintained in order to use the GEP Services. Unless we tell you that it will be our responsibility in writing, you agree that you will secure written consent from all patients permitting and authorizing you to access such patients' Medication History and such consents will be kept on file at all times. If we are responsible for the written consents, your obligations under this paragraph will be fulfilled. If you, as the End User, are responsible for the written consents, you agree that we or our authorized agents shall have the right to conduct one or more audits to ensure compliance with this obligation, provided that the cost of such audit shall be borne by the party conducting the audit.

E. No Warranties

THE GEP SERVICES, THE EP SYSTEM, THE SITE, THE PDA SOFTWARE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES AND ALL THIRD-PARTY VENDERS OF SOFTWARE, SERVICES OR HARDWARE ("**THIRD PARTY VENDERS**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND SYSTEM INTEGRATION. WE AND OUR AFFILIATES AND THIRD-PARTY VENDERS DO NOT WARRANT THAT USE OF EP SYSTEM BY REGISTERED END USERS WILL BE UNINTERRUPTED OR ERROR-FREE. THE SUBMISSION OF ANY INFORMATION THROUGH THE GEP SERVICES AND/OR SITE AND THE DOWNLOAD, INSTALLATION AND USE OF PDA SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM SUCH ACTIVITIES OR FROM RELIANCE UPON EP SYSTEM. WE ARE NOT THE PROVIDER OF, AND WE MAKE NO WARRANTIES WITH RESPECT TO, ALL THIRD-PARTY SOFTWARE AND THIRD-PARTY OFFERINGS.

F. Limitation of Liability

USE OF THE GEP SERVICES, THE EP SYSTEM, THE SITE AND ANY PDA SOFTWARE IS AT YOUR OWN RISK. IN NO EVENT SHALL WE, OUR AFFILIATES OR THIRD PARTY VENDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS OR DAMAGES ARISING DUE TO PHYSICAL INJURY, LOSS OF LIFE, OR BUSINESS INTERRUPTION OR FROM LOSS OR INACCURACY OF INFORMATION, TO THE EXTENT ANY OF THE FOREGOING ARISES IN CONNECTION WITH THESE TERMS OR YOUR USE OR INABILITY TO USE EP SYSTEM, THE SITE AND/OR THE PDA SOFTWARE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT, WILL ANY THIRD-PARTY VENDERS HAVE ANY LIABILITY TO YOU WHATSOEVER. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE GEP SERVICES TO YOU AND THAT WE WOULD NOT PROVIDE THE GEP SERVICES TO YOU WITHOUT THIS LIMITATION.

G. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT OUR OPTION, DEFEND US (INCLUDING OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION VENDERS TO THE SITE OR GEP SERVICE) AND ANY THIRD PARTY VENDERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES, COSTS AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING ANY NEGLIGENT OR WRONGFUL CONDUCT, AND INCLUDING YOUR FAILURE TO ENSURE THAT YOUR REGISTERED END USERS ARE LICENSED MEDICAL PROFESSIONALS WITH THE RIGHT TO PRESCRIBE MEDICINE) BY YOU OR ANY OTHER PERSON ACCESSING EP SYSTEM USING YOUR ACCOUNT.

H. Duration of Terms

These Terms will become effective and binding when you have acknowledged your acceptance of all the terms and conditions herein. Ordinarily, we will require you to indicate your agreement by selecting a checkbox and/or clicking a particular button during the process of registering for use of the GEP Services and/or EP System. Once in effect, these Terms will continue in operation until terminated by either you or us.

I. Termination

You may terminate these Terms at any time and for any reason by providing notice to us in the manner specified on the Site or by choosing to cancel your access to GEP Services using the tools provided for that purpose within the Site. We may terminate these Terms without notice or, at our option, temporarily suspend your access to GEP Services and/or the Site, in the event that you breach these Terms. Notwithstanding the foregoing, we also reserve the right to terminate these Terms at any time and for any reason by providing notice to you in accordance with these Terms. After termination of these Terms for any reason, you understand and acknowledge that we will have no further obligation to provide the GEP Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease, and you agree to promptly remove the PDA Software and any copies thereof from your computers and storage media.

J. Applicability of Terms After Termination

The following provisions will survive the termination of these Terms: sections C, E, F, G, N, P and R.

K. Account Information

We reserve the right to share certain account or other information with governmental organizations or other third parties when it believes in good faith that the law or legal process requires it, or when it is necessary to do so to protect our rights or property or that of others. A password and/or unique user I.D. will be provided to you. You are responsible for maintaining the confidentiality of such passwords and/or user I.D., and you agree that you will be responsible for all use of any such password and/or user I.D., including any access to, or use of, the GEP Services by unauthorized persons. In the event that your password and/or user I.D. is lost or stolen, please notify us immediately so that a new password or user I.D. may be issued promptly.

L. Modifications to Terms

We may change these Terms from time to time. We will notify you of any such changes via e-mail (if you have provided a valid email address) and/or by posting notice of the changes on the Site. Except as may otherwise be required by our governing policies, any such changes will become effective when notice is received or when posted on the Site, whichever first occurs. If you object to any such changes, your sole recourse will be to terminate these Terms. Continued access to and use of the GEP Services, the Site and/or any PDA Software following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain areas of EP System may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

M. Modifications to Services

We reserve the right to modify or discontinue the GEP Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the GEP Services. If you object to any such changes, your sole recourse will be to terminate these Terms. Continued use of the GEP Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the GEP Services as so modified.

N. Ownership

As between you and us, we and/or our vendors and suppliers, as applicable, retain all right, title and interest in and to the GEP Services, the EP System, the Site and all PDA Software, and all information, content, software and materials provided by or on behalf of us. You may not copy, reproduce, distribute or create derivative works from such information, content, software and materials or remove any copyright or other proprietary rights notices contained in such information, content, software and materials without the copyright owner's prior written consent. Your feedback is welcome and encouraged. You agree, however, that (i) by submitting unsolicited ideas to us, you automatically forfeit your right to any intellectual property rights in these ideas; and (ii) unsolicited ideas submitted to us or any of its employees or representatives automatically become our property.

O. Representations and Warranties

You represent and warrant that all information that you provide to us will be true, accurate, complete and current, and that you have the right to provide such information to us in connection with your access to and use of the GEP Services.

P. Data Aggregation

We and our Third-Party Venders may aggregate data derived through End User use of the GEP Services and use the aggregated data for any lawful purpose. We will fully indemnify you from any third-party claims of misuse of aggregated data.

Q. General Terms

You shall comply with all laws, rules and regulations now or hereafter promulgated by any government authority or agency that are applicable to your access to and use of the GEP Services, the Site, the PDA Software or the transactions contemplated in these Terms. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder or to exceed the scope of these Terms is void. These Terms will be subject to and construed in accordance with the laws of the State of Maryland, excluding conflict of law principles. You consent to jurisdiction and venue exclusively in the State of Maryland. These Terms constitute the entire agreement between you and us with regard to the matters described herein and govern your use of the GEP Services, the EP System, the Site and the PDA Software, superseding any prior agreements between you and us with respect thereto. Our failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless

agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to access to and/or use of the GEP Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

R. Intended Third Party Beneficiary of These Terms of Use

It is expressly understood that DrFirst is an intended third-party beneficiary of these terms of use and that DrFirst may enforce these terms directly against End Users that threaten or impair (a) any intellectual property rights in the EP System, (b) the confidentiality of any privacy rights or personal data used in connection with the EP System; or (c) the confidentiality or proper use of any technical data relating to the EP System.

American Medical Association

Third-Party Terms

Certain content from the *Current Procedural Terminology, Fourth Edition* ("CPT") and its related data file ("CPT Data File" and, collectively with CPT, the "Editorial Content"), published by the American Medical Association (the "AMA"), is incorporated into AZZLY® and/or made available to You via the SaaS Services and the following Third Party Terms shall also apply (in addition to those in the main body of this Agreement):

1. Grant of Rights Restrictions

(a) The Editorial Content is licensed from the AMA and is sublicensed to You by AZZLY under a nontransferable, nonexclusive license, for the sole purpose of internal use by You within the Territory.

(b) You are prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the AZZLY®, or a copy or portion of AZZLY®.

(c) The provision of updated Editorial Content in AZZLY® is dependent on continuing contractual relationship between AZZLY and the AMA.

(d) You must ensure that anyone with authorized access to the Licensed Products will comply with the provisions of this Agreement, including but not limited to this Exhibit.

(e) Users of CPT Editorial Content, AMA's version of ICD-10-CM/PCS and AMA's version of HCPCS are defined as follows:

"User" means an individual who:

(i) accesses, uses, or manipulates CPT Editorial Content and/or AMA'S version of AMA's ICD-10-CM/PCS and/or AMA's version of HCPCS, as applicable, contained in the Electronic Licensed Product; or

(ii) accesses, uses, or manipulates the Electronic Licensed Product to produce or enable an output (data, reports, or the like) that could not have been created without the CPT Editorial Content and/or AMA's version of ICD-10-CM-PCS and/or AMA's version of HCPCS, as applicable, embedded in the Electronic Licensed Product, even though CPT Editorial Content and/or AMA's version of ICD-10- CM/PCS and or AMA's version of HCPCS, as applicable, may not be visible or directly accessible; or

(iii) makes use of an output of the Electronic Licensed Product that relies on or could not have been created without the CPT Editorial Content and/or AMA's version of ICD-10-CM/PCS and/or AMA's version of HCPCS, as applicable, embedded in the Electronic Licensed Product even though CPT Editorial Content and/or AMA's version of ICD-10-CM-PCD and/or AMA's version of HCPCS, as applicable, may not be visible or directly accessible.

The End User shall accurately count Users as defined above for CPT Editorial Content, AMA's version of ICD-10-CM-PCS and AMA's version of HCPCS, as applicable (in order for AZZLY to accurately report and pay royalties to the AMA.

2. (a) CPT is copyrighted by the AMA and CPT is a registered trademark of the AMA.

(b) US Government Rights. AZZLY® includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association, 330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights- General) and DFARS 252.227- 7015. (Technical Data- Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.

3. Back Up Rights. You may not make copies of AZZLY®, but to the extent the functionality of the SaaS Services or AZZLY® permits you to download any content from AZZLY®, then you shall make copies thereof solely for back up or archival purposes, provided that You include all notices of proprietary rights, including trademark and copyright notices, on all permitted back up or archival copies made.

4. Miscellaneous. The Editorial Content as contained in AZZLY® is provided "as is" without any liability to the AMA, including without limitation, no liability for consequential or special damages, or lost profits for sequence,

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American Psychiatric Association

Intellectual Property Rights

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Disclaimer of Warranties

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Disclaimer of Medical Liability

DSM-5 is not a substitute for, is not designed to, and does not provide, medical advice. It is a guide for clinicians. Every clinician should use his or her own medical judgment and skill in diagnosing mental illness. LICENSOR shall not be liable to LICENSEE or any third party if readers of DSM-5 disregard professional medical advice, or delay in seeking such advice, because of something they have read in the DSM-5. LICENSOR shall not be liable to LICENSEE or any third party if readers rely solely on information in DSM-5 in making diagnosis, or in place of seeking professional medical advice. RELIANCE ON ANY INFORMATION CONTAINED IN DSM-5 IS SOLELY AT THE READER'S OR USER'S OWN RISK. Moreover, LICENSOR is not responsible or liable to LICENSEE or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. LICENSOR neither recommends nor endorses any specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional. 14. Indemnification. LICENSEE shall defend, indemnify, and hold harmless LICENSOR from and against all liability, demands, damages, expenses, losses, attorney's fees, and costs arising out of or related to the design, manufacture, distribution or use of LICENSEE'S PRODUCT.

APPENDIX 4
Business Associate Agreement

This Business Associate Agreement ("Addendum"), is entered into by and between **AZZLY®, Inc., a Delaware** corporation, ("AZZLY") and a medical group or health care provider who has entered into a Subscription Agreement for the use of the AZZLY service (the "Covered Entity"), (each a "Party" and collectively, the "Parties"). AZZLY is also referred to herein as the "Business Associate."

WHEREAS, AZZLY provides an information service to Covered Entity that facilitates the use and exchange of clinical healthcare information, and Covered Entity is a physician or medical group practice.

WHEREAS, AZZLY and Covered Entity have entered into an AZZLY Subscription Agreement of even date herewith (the "Subscription Agreement") pursuant to which AZZLY will provide certain information technology services to or on behalf of Covered Entity.

WHEREAS, Business Associate will receive, use and/or disclose Protected Health Information (as defined below) in its performance of the Subscription Agreement on behalf of Covered Entity, as described below

WHEREAS, the Privacy Regulations and the Security Regulations require the Covered Entity to enter into a contract with the Business Associate prior to the disclosure of Protected Health Information.

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which Protected Health Information that is provided, created or received by Business Associate from or on behalf of Covered Entity will be handled between Business Associate and Covered Entity, and with third parties, during the term of their Subscription Agreement and after its termination.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

The following capitalized terms, as used in this Addendum, shall have the meanings set forth below. Terms used, but not otherwise defined in this Addendum shall have the same meaning as those terms in 45 C.F.R. §160.103 and §164.501, as may be amended (collectively "HIPAA").

1.1 "Breach". The term ''breach'' means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security, privacy, or integrity of protected health information maintained by or on behalf of a person. Such term does not include any unintentional acquisition, access, use, or disclosure of such information by an employee or agent of covered entity or business associate involved if such acquisition, access, use, or disclosure, respectively, was made in good faith and within the course and scope of the employment or other contractual relationship of such employee or agent, respectively, with the covered entity or business associate and if such information is not further acquired, accessed, used, or disclosed by such employee or agent.

1.2 "Electronically Maintained" shall mean information stored by a computer or on any electronic medium from which information may

be retrieved by a computer, such as electronic memory chips, magnetic tape, disk, or compact disc media.

1.3 "Electronically Transmitted" shall mean information exchanged with a computer using electronic media, such as the movement of information from one location to another using magnetic tape, disk or compact disc media; transmissions over the Internet, Extranet, leased lines, dial-up lines, or private networks; but excluding information exchanged using paper-to-paper facsimiles, person-to-person telephone calls, video teleconferencing, voicemail messages, telephone voice response or "faxback" systems.

1.4 "Privacy Regulations" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.500, subparts A and E, and as amended.

1.5 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.6 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.7 "Security Regulations" shall mean the Security Standards at 45 C.F.R. Part 160 and 164.300 et seq. and as amended.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Services. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures of Protected Health Information necessary to enable it to perform its obligations under the Subscription Agreement. All other uses and disclosures not authorized by this Addendum are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Addendum only:

(a) to their employees, subcontractors and agents, in accordance with Section 3.1(e),

(b) as directed by Covered Entity, or

(c) as otherwise permitted by the terms of this Addendum including, but not limited to, Section 2.2 below.

2.2 Business and Other Activities of Business Associate. Business Associate may:

(a) Use the Protected Health Information for the proper management and administration of Business Associate and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality law.

(b) Disclose the Protected Health Information to third parties for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that:

(i) the disclosures are required by law, or

(ii) Business Associate has received from the third party written assurances regarding the confidential treatment of such Protected Health Information as by the Privacy Rule; that the third party promptly will notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached; and that the third party will implement reasonable and appropriate information security safeguards to protect such information.

(c) Use Protected Health Information to create de-identified information and to provide Data Aggregation services to Covered Entity and others as permitted by the Privacy Rule.

(d) Business Associate may use PHI to de-identify the information in accordance with 45CFR 164.514 (a)-(c).

(e) Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

3. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 Obligations of Business Associate. With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees to do the following:

(a) **Limits on Use and Disclosure.** Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Agreement, or as Required by Law.

(b) **Appropriate safeguards.** As of Agreement Effective Date, Business Associate shall establish and thereafter maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Agreement and shall implement Administrative, physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

(c) **Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.

(d) **Policies and Procedures.** As of the Agreement Effective Date, Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR/164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.

(e) **Reports of Improper Use, Disclosure, Security, Incident or Breach of Unsecured PHI.** Business Associate shall report to Covered Entity without unreasonable delay, and in no case later than three (3) business days, after discovery of any access to, use or disclosure of PHI not provided for or allowed by this Agreement, or any Security Incident, or Breach of Unsecured Information of which Business Associate becomes aware. With respect to a Breach of Unsecured PHI. Business Associate must include in its report to Covered Entity, the information as required by 45 CFR 164.410, but must not delay initial notification of the suspected Breach for purposes of collecting such information. When indicated, Covered Entity, and not Business Associate, shall be responsible for providing the required breach notification to the individual(s), the Secretary, and the media.

(f) **SubContractors and Agents.** In accordance with 45 CFR 164.502(e) (1) (ii) and 164.308 (b) (2), anytime Business Associate's SubContractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written Agreement with the SubContractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Agreement. Business Associate shall also ensure that any such SubContractor or agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI.

(g) **Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the individual, Business Associate shall forward such request to Covered entity promptly, and in no case later than five (5) business days following such request.

(h) **Right to Amendment.** Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.

(i) **Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosure of PHI to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.

(j) **HIPAA Obligations.** To the extent, Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR part 164, Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).

(k) **Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purpose of determining compliance with HIPAA.

(l) **Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Agreement and HIPAA.

(m) **Sanction Procedures.** Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or SubContractor who violates this Agreement or HIPAA.

3.2 Information Security. Business Associate shall implement reasonable and appropriate administrative, physical, and technical safeguards, in order to protect the integrity, confidentiality and availability of the Electronically Transmitted or Electronically Maintained Protected Health Information that Business Associate receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations. Additionally, all requirements of the Health Information Technology for Economic and Clinical Health Act that relate to information security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into the Business Associate Agreement by reference.

3.3 Obligations of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity hereby agrees to do the following:

(a) Covered Entity shall notify Business associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitations(s) may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.

(d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) an (e) of this Agreement).

4. TERM AND TERMINATION

4.1 Term. This Addendum shall become effective on the effective date of the Subscription Addendum, and shall continue in effect until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity as set forth in Section 4.3.

4.2 Termination for Cause. As provided in 45 C.F.R. §164.504(e)(2)(iii), Covered Entity shall have the right to immediately terminate this Agreement if Covered Entity determines that Business Associate (or its SubContractor) has violated a material term of this Agreement and/or HIPAA and the Business Associate (or its SubContractor) has not taken steps to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable time to cure such default, provided the Business Associate commences to cure the default within 30-day cure period and proceeds diligently to cure within such reasonable additional time.

4.3 Effect of Termination.

(a) The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or SubContractors, shall survive termination of this Agreement for any reason. In addition, at the termination of this Agreement for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations. In the event that Business Associate determine that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5. MISCELLANEOUS

5.1 Integration of Terms and Conditions. This Addendum is incorporated into Subscription Addendum, and amends the Subscription Agreement, effective as of its effective date. Any provisions of the Subscription Agreement and other related documents not inconsistent herewith should also apply to this Addendum as if they were one and the same document. In the event of any inconsistencies as to matters addressed in this Addendum, the terms and conditions of this Addendum shall prevail.

5.2 Relationship of Parties. Business Associate, in furnishing services pursuant to the Subscription Addendum and other related documents hereunder, is acting as an independent contractor, and not as a joint venturer or partner of Covered Entity. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or either relationship between the Parties except that of Independent Contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered entity does not make any warranties, representations or guarantees that this Agreement satisfies Business Associate's independent obligations to comply with HIPAA.

5.3 Amendments; Waiver. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations and the Security Regulations. Notwithstanding anything herein to the contrary, this Addendum may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of both Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or waiver of any right or remedy as to subsequent events.

5.4 Interpretation; Regulatory References. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations and the Security Regulations, as amended, including all amendments made by the Health Information Technology for Economic and Clinical Health Act.

5.6 Property Rights. The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Agreement.

MSA Revised Version dated November 15 2019