



Intelligent Medical Software (“IMS”) SaaS Agreement

This Software as a Service Agreement (this “Agreement”) is entered into as of the Effective Date set forth in the applicable Order Form (“Effective Date”), by and between Meditab Software, Inc., a California corporation, having its principal place of business at 8795 Folsom Blvd. STE 205, Sacramento, California 95826 (“Meditab/Company”), and the customer identified in the applicable Order Form (“Customer”). Meditab and Customer may be referred to herein individually as a “Party” and collectively as the “Parties.”

Definitions.

“Aggregated Statistics” means data and information related to Customer’s use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“Authorized User” means the Providers and the Customer Personnel.

“Company IP” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP includes Aggregated Statistics and any information, data, or other content derived from Company’s monitoring of Customer’s access to or use of the Services but does not include Customer Data.

“Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

“Documentation” means Company’s user manuals, handbooks, and guides relating to the Services provided by Company to Customer either electronically or in hard copy form.

“Full Time Provider” means any provider that works more than sixteen (16) hours a week.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Part Time Provider” means any provider that works sixteen (16) hours or less per week. If the provider increases the number of day’s worked, Customer will be required to purchase a Full Time Provider access and pay the increase in the associated fees. Company may conduct an audit at any time, if the provider is found to be working more than sixteen (16) hours per week then the customer must purchase the Full Time Provider Access and will incur a 10% penalty on all



applicable fees. All fees will be retroactive. If the Customer only has Part Time Providers, then the first Part Time Provider will be considered a Full Time Provider.

“Providers” mean those Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Ophthalmologist, Opticians, Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitian, Counselors, Mental Health Practitioners, Neurophysiologists, care managers, care coordinators and Podiatrists employed by or under contract with Customer to provide services within the medical field. The term Provider shall not include Customer personnel employed by or under contract with Customer as office managers, secretaries, or other administrative staff, or Nurses (other than Nurse Practitioners), and (hereinafter referred to as “Customer Personnel”). For any category of Customer staff not identified above, Company and Customer shall agree in writing as to who is a Provider.

“Services” means the software-as-a-service offering described in the Order Form.

“Third-Party Products” means any third-party products described in the Order Form provided with or incorporated into the Services.

Access and Use.

Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all the terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(h)) right to access and use the Services during the Term, solely for use by the Authorized Providers and the Customer Personnel in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of the Authorized Providers with the right to access and use the Services during the Term will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

Documentation License. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(h)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, permit

any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

Reservation of Rights. Company reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company IP.

Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP; (B) Customer's or any Authorized End User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) Customer, or any Authorized End User, is using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all

intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

Customer Responsibilities.

General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if committed by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

Third-Party Products. Company may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions which can be found in the Following link(<http://www.meditab.com/pdf/Ancillary-Services.pdf>) and incorporated by reference. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

Hardware Requirements. Customer shall procure and maintain all equipment, computers, software, and communication services that meet the minimum requirements specified by Company, which can be found at the following link and incorporated by reference. http://www.meditab.com/pdf/system_requirements.pdf

Acceptable Use Policy. Customer shall comply with the terms and conditions of Company's Acceptable Use Policy, which can be found at the following link and incorporated by reference. <https://www.meditab.com/pdf/Acceptable-Use-Policy.pdf>

Implementation and Training. Customer shall comply with all implementation and training recommendation of Company and shall ensure that all Authorized Users are appropriately trained to use the Company IP. Company will be reimbursed for travel, lodging, transportation, and other reasonable business expenses when incurred at Customer's request.

Security Measures. Customer shall implement and maintain commercially reasonable technical, physical, administrative, and organizational security measures as are appropriate for Customer's circumstances to comply with the HIPAA Privacy and Security rules.

Software Updates. Company may, from time to time and in its sole discretion, develop and provide updates to the Services, which may include, but not be limited to, upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionalities of the Services. Customer understands and agrees that Customer is hereby required to keep current with the Services licensed from Company and to install all Updates and new versions on a timeline approved by Company. This timeline will be communicated by Company to Customer in writing. No Support services will be provided for versions of the Services beyond the two most-recent versions (the "Supported Releases"), nor Company warrants that versions prior to the Supported Releases would function properly or be compatible with newer versions of the Services. Failure by Customer to install all Updates or new versions of the Services shall be considered a material breach of this Agreement and subject to termination by Company pursuant to the terms of Section 11(b)(2).

Service Levels and Support.

Service Levels. Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit A.

Support. The access rights granted hereunder entitles Customer to the support services described on Exhibit A following the Effective Date under this Agreement until its termination.

Fees and Payment.

Fees. Customer shall pay Company the fees ("Fees") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Order Form. If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Company may suspend Customer's and its Authorized Users' access to features or functionalities of the Services until such amounts are paid in full and subject to applicable law.

Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

Auditing Rights and Required Records. Company may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records solely with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Company with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). All such fees shall be retroactive. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

Fees Increase. Company reserves the right to increase the Fees for any Renewal Term upon ninety (90) days prior written notice in advance of the expiration of the applicable Term or Renewal Term then in-effect. Any such fee increases shall not exceed the the prior Term or Renewal Term's Fees by more than five percent (5%). Notwithstanding the foregoing, Fees for Third-Party Products may be subject to increase at any time during the applicable Term or Renewal Term then in-effect.

Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order;

or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Intellectual Property Ownership; Feedback.

Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to Customer under this Agreement, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. To the extent that the Customer Data also constitutes Protected Health Information ("PHI") under HIPAA, the handling of subject PHI shall be subject to the terms and conditions of the Business Associate Agreement as mentioned in the Order Form.

Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Company on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Company is free to use, without any attribution or compensation to any party, any ideas,

know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Company is not required to use any Feedback.

Limited Warranty and Warranty Disclaimer.

Company warrants that the Services will conform in all material respects to the service levels set forth in Exhibit A when accessed and used in accordance with the Documentation. Company does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit A. The remedies set forth in Exhibit A are Customer's sole remedies and Company's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND COMPANY STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE COMPANY IP IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Indemnification.

Company Indemnification.

Company shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, patents, copyrights, or trade secrets, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.

If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the Services not made by Company; (C) Customer Data; or (D) Third-Party Products.

Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any and all Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Company or authorized by Company in writing; or (iv) modifications to the Services not made by Company, provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

LIMITATIONS OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED

OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION

10 SHALL NOT INCLUDE THE PROCEEDS PAID UNDER ANY INSURANCE POLICY THAT COMPANY OR ITS SUBCONTRACTORS IS REQUIRED TO OBTAIN PURSUANT TO THIS AGREEMENT. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE TERMINATION OF THIS AGREEMENT, OR IN THE CASE OF NONPAYMENT, MORE THAN ONE (1) YEAR FROM THE DATE OF LAST PAYMENT OR PROMISE TO PAY, EXCEPT THAT THIS LIMITATION DOES NOT APPLY TO ANY ACTION FOR THE PAYMENT OF TAXES.

Term and Termination.

Term. The term of this Agreement shall be for a period as mentioned in the Order Form ("Initial Term") unless earlier terminated as provided for herein, and will automatically renew for additional One (1) year terms ("Renewal Term") thereafter unless notice is provided by either party at least sixty (60) days prior to the end of the then-current term.

Termination. In addition to any other express termination right set forth in this Agreement:

Company may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Company's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary

bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Except as otherwise provided for in this Agreement, neither Party shall have the right to terminate at will for any reason.

Effect of Expiration or Termination.

Upon termination of this Agreement, Customer shall immediately:

discontinue use of the Company IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Company IP and certify in writing to the Company that the Company IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

promptly identify in writing a named individual authorized to whom Company can deliver a copy of any Customer Data stored by the Company. Company will deliver such identified representative with a copy of your Data. Upon confirmation of receipt of Customer Data, Company will delete all of Customer Data residing on hardware controlled by Company to the extent allowed by law. Customer may procure additional transition services at Company's then current hourly rates and standard terms and conditions

If Customer does not comply with this Section 11(c), Company shall deliver, the Customer Data in encrypted and password-protected media (or discs) with limited read-only access sufficient to allow Customer to satisfy the Customer's obligations to provide access to individuals' PHI under HIPAA at Customer's sole expense within thirty (30) days of the termination the Agreement.

Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

Miscellaneous.

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Order Form, Exhibits, Addendums, and Amendments incorporated herein by this reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form; (ii) second, this Agreement, excluding its Exhibits; and (iii) third, any other documents incorporated herein by reference.

Marketing. Company may contact Customer regarding goods, services, or promotional offers that may be of interest to Customer that are offered by Company or by third parties, which may be related or unrelated to Company. Company shall require the recipient to both keep Customer's information confidential and not use it for any purpose except for such purposes. Customer may opt-out at any time by sending an email to marketing@meditab.com.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth in the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, governmental closure orders, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or

privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Sacramento County, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys fees and court costs from the non-prevailing party.

Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Company, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of

“commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or

(b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

Non-solicitation. During the period commencing on the Effective Date and ending two (2) years following the termination of this Agreement, neither Party shall, without the other Party’s prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service either Party or its Affiliates; or (ii) hire, on behalf of either Party or any other person or entity, any person who has left the employment within the two (2) year period following the termination of that person’s employment with the other Party.

Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Updates to this Agreement. Company may update, modify, or amend this Agreement from time to time at Company’s discretion. Any such changes will be effective upon posting the updated Agreement. Customer’s continued access to or use of the Services after the effective date of any changes constitutes Customer’s acceptance of the revised Agreement.

Exhibit A

IMS Service Level Agreement

Please visit <https://www.meditab.com/pdf/IMS-Service-Level-Agreement.pdf> for the most updated version of the IMS Service Level Agreement.

