



Integrated Practice Solutions

Software Service Agreement

For

RevolutionEHR

THIS SERVICE AGREEMENT (THE "AGREEMENT") IS A BINDING LEGAL CONTRACT BETWEEN YOU ("YOU" AND "CUSTOMER") AND INTEGRATED PRACTICE SOLUTIONS, LLC ("PROVIDER") AND GOVERNS YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). PROVIDER AND CUSTOMER ARE EACH REFERRED TO HEREIN AS A "PARTY" AND ARE COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES."

BY CLICKING THE "ACCEPT" BUTTON BELOW, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS, RECEIVE, OR USE THE SERVICE, AND YOU ARE INSTRUCTED TO LOG OFF IMMEDIATELY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOUR FIRST USE OF THE SERVICE SHALL IRREVOCABLY INDICATE YOUR AGREEMENT TO THESE TERMS.

1. DEFINITIONS.

(a) "Action" has the meaning set forth in Section 8.1.

(b) "Aggregate Data" has the meaning set forth in Section 4.3.

(c) "AI Features" means optional or included functionality within the Service that uses automated, algorithmic, machine-learning, or artificial intelligence technologies to process Customer Data or user-provided inputs and generate outputs, suggestions, summaries, transcriptions, or other informational results.

(d) "Authorized Users" has the meaning set forth in Section 4.2.

(e) "Business Hours" means the hours set forth as such on Provider's website.

(f) "Customer Data" has the meaning set forth in Section 4.3

(g) "Customer Feedback" has the meaning set forth in Section 11.11.

(h) "Downtime" shall mean that the Provider System is not available during Business Hours for at least twenty (20) consecutive minutes due to the failure of Provider. Downtime shall not include any packet loss or network unavailability during Provider's scheduled maintenance.

(i) "Initial Term" means the initial twelve (12) month period during which Provider will provide the Service to Customer.

(j) "Losses" has the meaning set forth in Section 8.1.

(k) "Purchase Agreement" means the Purchase Agreement accepted by Customer to order the Service.

(l) "Provider System" means Provider's proprietary electronic health records technology for Provider's RevolutionEHR offering, including software, user interface designs, "look and feel," architecture, libraries, objects and documentation (both printed and electronic), and any related intellectual property rights throughout the world (whether owned by Provider or licensed to Provider from a third party) and also including any derivatives, improvements, enhancements or extensions of the Provider System conceived, reduced to practice, or developed during the term of this Agreement by either Party.

(m) "Renewal Term" means any term following the Initial Term, as specified in Section 2.

(n) "Service" means access to, and use of, the Provider System and the Support Services.

(o) "Service Commencement Date" means the date Provider begins providing the Service to Customer.

(p) "Service Credit" shall mean an amount equal to the pro-rata monthly charge for one (1) day of Service.

(q) "Service Level Warranty" is described and defined in Section 5.1.

(r) "Support Services" means Provider responding to Customer reporting technical issues with the Provider System and using its commercially reasonable efforts to address and resolve such technical issues during Business Hours. Any Support Services provided after Business Hours, including on weekends or holidays, will be billed at Provider's then-current

standard rates and charges. All Support Services other than Provider's then-current standard support options shall be provided at Provider's then-current standard rates and charges. In addition, if any Support Services are provided at any location except Provider's offices, Customer shall pay all reasonable travel costs and expenses incurred by Provider in connection with providing such Support Services.

2. TERM.

2.1 Term Commencement. The term for the Service will commence on the Service Commencement Date.

2.2 Renewal Term(s). This Agreement will automatically renew for additional terms equal to the Initial Term (each, a "Renewal Term") unless either Party notifies the other Party in writing at least thirty (30) days prior to the end of the Initial Term or a Renewal Term, as applicable, that it has elected to terminate this Agreement, in which case this Agreement shall terminate at the end of such term. The termination of this Agreement will not affect Customer's obligations to pay for the Service through termination.

3. FEES AND PAYMENT TERMS.

3.1 Fees and Expenses. Customer will pay all fees according to the prices and terms listed in the Purchase Agreement. The prices listed in the Purchase Agreement will remain in effect during the Initial Term. Provider may change or increase the prices it charges Customer for the Service at any time after the Initial Term effective thirty (30) days after providing notice to Customer. Price increases shall not exceed 10% per year. Customer also agrees to reimburse Provider for agreed upon out-of-pocket expenses incurred in providing the Service to Customer.

3.2 Payment Terms. On the Service Commencement Date, Customer will be billed an amount equal to the Initiation Fee and Support and Access Fees as indicated in the Purchase Agreement. Except as set forth in your Purchase Agreement, payment for all initial fees is due upon the Service Commencement Date. All payments will be made in U.S. dollars. Customer acknowledges and expressly agrees that Provider may charge the credit card on file for Customer for all fees for the Service if Customer does not give notice of no-renewal or termination within the time period set forth in Section 2.

3.3 Late Payments. Any payment not received within thirty (30) days of the due date will accrue interest at a rate of one and one-half percent

(1½%) per month, or the highest rate allowed by applicable law, whichever is lower.

3.4 Taxes. All fees charged by Provider for the Service are exclusive of all taxes and similar fees—including applicable state and local sales tax—now in force or enacted in the future imposed on the transaction and/or the delivery of the Service, all of which Customer will be responsible for and will pay in full, except for taxes based on Provider's net income.

3.5 Subscription Term Options.

Customer shall select a subscription term at the time of entering into this Agreement. The available subscription options are as follows:

(a) Month-to-Month Subscription. Customer will be billed monthly in accordance with the Purchase Agreement. Either Party may terminate a month-to-month subscription with thirty (30) days' written notice pursuant to Section 9.2

(b) Annual Subscription. Customer agrees to a twelve (12) month subscription term. Annual subscriptions include the following annual discounts applied to the applicable fees under the Purchase Agreement:

Either Party may terminate an annual subscription by providing sixty (60) days' written notice pursuant to Section 9.2.

The selected subscription term and applicable pricing shall be documented in the Purchase Agreement or Order Form executed by the Parties.

4. INTELLECTUAL PROPERTY; CUSTOMER DATA; ACCESS GRANT.

4.1 Intellectual Property.

(a) Ownership. Except for the rights expressly granted in Section 4.2, this Agreement does not transfer from Provider to Customer any rights in the Provider System, and all right, title, and interest in and to the Provider System will remain solely with Provider.

(b) General Skills and Knowledge. Provider will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Service, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

4.2 Access Grant. Subject to the terms and conditions of this Agreement and provided that all fees due and payable under this Agreement have

been paid by Customer to Provider, Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license for Customer's doctors and employees and agents ("Authorized Users") to access and use the Service during the term of this Agreement solely for Customer's internal business purposes. Customer agrees it is obligated to inform Provider if the number of doctors (full and part time) change or if a doctor's work status changes, in either case in a way that changes the fees due from Customer. The full fee schedule for the Services is on Provider's website. Additionally, the basic fees include a set amount of storage and if Customer goes over the base amount of storage, it will incur additional fees as set forth on Provider's website.

4.3 License to Provider. Customer grants Provider a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer and its Authorized Users into the Provider System or otherwise provided to Provider for purposes of performing the Services (the "Customer Data"). Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to Provider for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting Provider any right, title, or interest in the Customer Data. Notwithstanding the foregoing, Customer hereby grants Provider a non-exclusive, perpetual, royalty free license to use Aggregate Data for any purpose related to Provider's business, including, without limitation, further developing and optimizing the Provider System, including through the development of new and/or expanded features and functionality. For the purposes of this Section, "Aggregate Data" means Customer Data that is combined with other similar data of other customers. Aggregate Data shall not include (directly or by inference) any information identifying the Customer or any identifiable customer or individual.

4.4 Data Indemnity. Customer acknowledges and agrees that Customer is responsible for the completeness and accuracy of all information and data generated through or using the Services and Provider has no input with respect to such information and data. Customer also is responsible for obtaining or maintaining any rights, consents or approvals required for Provider or its Third Party Suppliers to use, store or otherwise transmit Customer information and data. Accordingly, Customer agrees to indemnify and hold Provider and its officers, employees, and agents harmless from and against any liability, loss, damage, claim,

or expense (including attorneys' fees) arising out of the services provided by Provider hereunder.

4.5 AI Features. Customer acknowledges that the Service includes artificial intelligence-enabled features ("AI Features"). AI Features may process audio, text, data, or other information provided by Customer or Authorized Users ("Input") to generate transcriptions, summaries, suggestions, or other outputs ("Output"). Input is stored and processed solely as necessary to provide AI features and is not used to train or improve general-purpose artificial intelligence models, except as expressly permitted on the Business Associate Agreement. Provider may impose reasonable technical, usage, or volume limits on AI Features and may modify such limits from time to time in a commercially reasonable manner.

Customer represents and warrants, to the extent required by applicable law, that it has obtained all necessary rights, permissions, and consents to provide Input to the Service and to permit Provider to process such Input in connection with the AI Features, including any consents required under applicable privacy, recording, and healthcare laws. Customer is solely responsible for providing any required notices to patients or other third parties and for compliance with all applicable laws.

Customer acknowledges that Output is generated using automated technologies and may require human review and verification. Output is provided for informational purposes only and does not constitute medical advice, diagnosis, treatment, or clinical decision-making. Customer remains solely responsible for reviewing, verifying, and relying on all Output and for all professional and clinical decisions made using the Service.

To the extent AI Features process Protected Health Information, such processing is governed by the Business Associate Agreement. Provider disclaims liability for clinical or professional decisions made by Customer in reliance on any Output.

5. REPRESENTATIONS AND WARRANTIES; SLA.

5.1 Service Level Warranty. In the event that Customer experiences any of the service performance issues defined in this Section 5.1, Provider will, upon Customer's request in accordance with Section 5.1(c), credit Customer's account as described below (the "Service Level Warranty"). The Service Level Warranty shall not apply to performance issues (i) caused by factors outside of Provider's reasonable control; (ii) that result from any actions or inactions of Customer or any third parties; or (iii) that result from

Customer's equipment and/or third Party equipment (not within the sole control of Provider). This Section 5.1 states Customer's sole and exclusive remedy for any failure by Provider to provide the Service.

5.2 Service Level Credits.

(a) Downtime Periods. In the event Customer experiences Downtime, Customer shall be eligible to receive a Service Credit for each Downtime period. Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, either from a single event or multiple events, it shall be eligible to receive two Service Credits.

(b) Customer Must Request Service Credit. In order to receive any of the Service Credits described in this Section 5.1, Customer must notify Provider in writing within seven (7) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

(c) Maximum Service Credit. The aggregate maximum number of Service Credits for any and all Downtime periods that occur in a single calendar month shall not exceed seven.

(7) Service Credits. A Service Credit shall be issued in the Provider invoice in the month following the Downtime unless the Service Credit is due in Customer's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer.

(d) Termination Option for Chronic Problems. Customer may terminate this Agreement for cause and without penalty by notifying Provider within five (5) days following the end of a calendar month in the event either of the following occurs: (i) Customer experiences more than fifteen (15) Downtime Periods resulting from three (3) or more nonconsecutive Downtime events during the calendar month; or (ii) Customer experiences more than eight (8) consecutive hours of Downtime due to any single event. Such termination will be effective thirty (30) days after Provider receives such notice from Customer.

5.3 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE IS AT ITS OWN RISK. PROVIDER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5.4 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PROVIDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS, OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, PROVIDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. WITHOUT LIMITING THE FOREGOING, PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LIABILITIES CAUSED BY THIRD PARTY SUPPLIERS OR ARISING FROM THIRD PARTY SERVICES. CUSTOMER AGREES THAT EACH THIRD PARTY SUPPLIER, AND NOT PROVIDER, IS SOLELY RESPONSIBLE FOR ITS THIRD PARTY SERVICES (INCLUDING BUT NOT LIMITED TO PERFORMANCE AND TECHNICAL SUPPORT), THE CONTENT ON THIRD PARTY WEBSITES AND ITS USE OR DISCLOSURE OF CUSTOMER'S DATA.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES.

6.1 Compliance with Law. Customer agrees that it will use the Service only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations (including without limitation all applicable privacy laws). Customer acknowledges that Provider exercises no control whatsoever over the content of the information created by or used with the Service (including Customer Data) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations.

6.2 Suspension of Service; Monitoring. Provider may, at any time, suspend the Service and/or Customer's and Customer's Authorized User's access to the Service if (a) Provider reasonably

believes that such a suspension is necessary to maintain the security or integrity of the Service, or to prevent misuse of the foregoing by any person, including Customer, or (b) Customer has failed to pay the applicable fee(s) to Provider when due, provided that Provider notifies Customer promptly of any such suspension. Provider shall not be liable for any failure to provide access to or use of the Service during any such suspension. Please be advised that Provider may monitor Customer's use of and access to the Service to ensure compliance with this Agreement and any other applicable rules, policies, deadlines, and instructions. By using the Service, Customer expressly consents to such monitoring.

6.3 Restrictions on Use of Service. Only Customer's Authorized Users are permitted to access or use the Service. Customer shall not license, sublicense, sell, resell, market, lease, loan, rent, transfer, assign, distribute, disclose, or make accessible to any third party (that is not an Authorized User), or otherwise commercially exploit the Service or grant any right to access or use the Service to any third party. Customer shall not, and shall not allow any of its Authorized Users or any other third party to:

(a) modify or improve the Service or make derivative works based upon the Service; (b) decompile, disassemble, or reverse engineer any object code that is part of the Service or attempt to reverse engineer, reconstruct, identify, or discover any source code of any such software, the structure, sequence, or organization of such source code or any algorithms, methods, or models contained therein; (c) enter into time-sharing or data processing service arrangements involving use of Service with any third party; (d) remove any product identification, trademark, copyright, patent, or other notices or markings contained in, displayed by, or provided with the Service; or (e) access or use the Service in order to build any software, product, or service that is competitive or similar to the Service or any portion thereof. Customer shall not: (a) submit Customer Data or any other material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs;

(b) interfere with, impede, or disrupt the integrity or performance of the Service or the data contained therein or part thereof; (c) attempt to gain unauthorized access to the Service or its related systems or networks; (d) access, use, or copy any portion of the Service, through the use of bots, spiders, Web crawlers, indexing agents, or other automated devices or mechanisms; (e) create any denial of service with respect to the

Service; (f) falsify the origin of Customer's or an Authorized User's communications, or attempt to do any of the foregoing; or (g) use the Service for any illegal or injurious purpose.

7. LIMITATIONS OF LIABILITY.

7.1 DAMAGES LIMITATION AND WAIVER. IN NO EVENT WILL PROVIDER BE LIABLE OR RESPONSIBLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES WILL PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

7.2 Basis of the Bargain; Failure of Essential Purpose. The Parties acknowledge that Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the Parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. INDEMNIFICATION.

8.1 Indemnification. Each Party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other related to or arising out of (i) in the case of Provider, personal injury caused by the negligence or willful misconduct of Customer; (ii) any breach of a Party's representations and warranties in this Agreement; or (iii) in the case of Customer, a claim that Customer's authorized use of the Service violates a third Party's U.S. copyright.

8.2 Notice. Each Party's indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

9. TERMINATION.

9.1 Termination For Cause. Either Party may terminate this Agreement if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Provider; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Customer may also terminate this Agreement in accordance with the terms set forth in Section 5.2 of this Agreement.

9.2 Termination Without Cause. For month-to-month agreements, Customer may terminate this Agreement without cause by providing thirty (30) days' written notice to Provider. For annual agreements, where applicable, Customer may terminate this Agreement without cause by providing sixty (60) days' written notice to Provider.

9.3 Effect of Termination. Upon the effective date of termination of this Agreement:

(a) Provider will immediately cease providing the Service; provided, however, the Parties may agree to allow Customer to continue to use the Service in a limited read-only manner and for a limited time in order to facilitate the transition to another service;

(b) any and all payment obligations of Customer under this Agreement for the Service provided through the date of termination will immediately become due; and

(c) Provider will, upon receiving payment in full for all amounts due from Customer, provide Customer with an export file of the Customer Data held by Provider.

9.4 Survival. The following Sections will survive any expiration or termination of this Agreement: 3, 4.1, 4.3, 5.3, 5.4, 7, 8, 9, 10 and 11.

10. BUSINESS ASSOCIATE AGREEMENT AND HIPAA.

10.1 By accepting this Agreement, Customer acknowledges that it is also required to accept a Business Associate Agreement, which will be provided separately (hereinafter, the "Business Associate Agreement"), to govern the handling of protected health information under the Health Insurance Portability and Accountability Act, as amended including by the Health Information Technology for Economic and Clinical Health Act, and all related regulations (herein collectively referred to as "HIPAA"). In the event of any conflict relating to protected health information, the terms of the Business Associate Agreement shall control.

10.2 HIPAA. HIPAA imposes rules to protect certain personal health information or "PHI" as that term is defined under HIPAA. Customer is solely responsible for determining its compliance with HIPAA and fulfilling all healthcare-related legal and regulatory requirements governing its relationship with its patients and others with whom it conducts business. Provider does not provide legal, medical, or related advice regarding HIPAA, and Provider reserves the right to refuse to provide any services requested by Customer which Provider believes is inconsistent with HIPAA or applicable law.

11. MISCELLANEOUS PROVISIONS.

11.1 Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Provider), provided that the delayed Party:

(a) gives the other Party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Provider is unable to provide the Service for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel this Agreement.

11.2 Marketing. Customer agrees that during the term of this Agreement Provider may publicly refer to Customer, orally and in writing, as a customer of Provider. Any other reference to Customer by Provider requires the written consent of Customer.

11.3 No Third Party Beneficiaries. Provider and Customer agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either Party or the clients or patients of Customer.

11.4 Governing Law; Dispute Resolution. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Delaware (except that body of law controlling conflicts of law). The parties specifically exclude from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties shall endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer's failure to pay for the Service in accordance with this Agreement may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

11.5 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party.

11.6 Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Provider, and any attempted assignment or delegation without such consent will be void. Provider may assign this Agreement in whole or part. Provider also may delegate the performance of all or a part of the Service to third parties, including Provider's wholly owned subsidiaries, provided Provider controls the delivery of such Service to Customer and remains responsible to Customer for the delivery of the Service. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

11.7 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, or mailed by certified mail, return receipt requested, postage prepaid, if to Provider to 9191 Towne Centre Dr. Suite 210 San Diego, Ca 92122 and if to Customer, to the address it provides to Provider. Such notice will be deemed

to have been received on the date of actual receipt, provided that, if the notice is not received during Business Hours, it shall be deemed to have been received on the following business day.

11.8 Relationship of Parties. Provider and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Provider and Customer. Neither Provider nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

11.9 Entire Agreement. This Agreement, including all Purchase Agreements, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase agreement or other response by Customer shall be deemed objected to by Provider without need of further notice of objection and shall be of no effect or in any way binding upon Provider.

11.10 Interpretation of Conflicting Terms. In the event of a conflict between the terms in this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

11.11 CUSTOMER SUBMISSIONS. CUSTOMER OR ANY AUTHORIZED USER MAY PROVIDE SUGGESTIONS, IDEAS, INVENTIONS, INNOVATIONS, IMPROVEMENT OR ENHANCEMENT REQUESTS, FEEDBACK, RECOMMENDATIONS, OR OTHER INFORMATION TO PROVIDER REGARDING THE PROVIDER SYSTEM, IN WHATEVER FORM, WHETHER OR NOT PATENTABLE OR COPYRIGHTABLE OR MADE OR CONCEIVED SOLELY OR JOINTLY WITH OTHERS (COLLECTIVELY, "CUSTOMER FEEDBACK"). SUCH CUSTOMER FEEDBACK IS VOLUNTARY. PROVIDER MAY USE CUSTOMER FEEDBACK FOR ANY PURPOSE WITHOUT OBLIGATION OF ANY KIND, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT SUCH CUSTOMER FEEDBACK SHALL BECOME THE SOLE PROPERTY OF PROVIDER, AND CUSTOMER, ALSO ON BEHALF OF EACH AUTHORIZED USER, HEREBY TRANSFERS AND ASSIGNS ALL RIGHT, TITLE AND INTEREST IN THE CUSTOMER FEEDBACK EXCLUSIVELY TO PROVIDER AND ANY AND ALL RELATED PATENT, COPYRIGHTS, TRADEMARKS, TRADE NAMES AND OTHER INTELLECTUAL PROPERTY RIGHTS AND APPLICATIONS THEREFOR, IN THE UNITED STATES AND ELSEWHERE.

Terms of Use

For

RevClear

In the event Customer orders the RevClear product pursuant to the terms of an Order Form or Purchase Agreement, these Terms of Use for RevClear (the "TOU") shall apply. This TOU incorporates by reference the Software Service Agreement (the "SSA"), and terms of this TOU takes precedence over any conflicting terms in the SSA.

Description of Services. RevClear includes the separately orderable Package Service(s) and Standalone Service(s) which support processing of healthcare transactions between the Customer and third parties such as governmental agencies, insurance carriers, and other companies by either electronic or paper means (the "Services").

"Package Service(s)" includes the following electronic data interchange ("EDI") services commercially offered by Provider and/or RevolutionEHR as part of RevClear: #1. Claims Package – includes Unlimited Primary & Secondary Claims, and unlimited Electronic Remittance Advice ("ERAs"); and #2 Eligibility Package – includes real-time integrated eligibility, batch services and web service.

"Standalone Service(s)" means any of the following EDI-related services as part of RevClear which may be purchased separately or individually for use by Customer without requiring the purchase of other EDI services or a specific package: #1. Electronic Claims (per practice), #2. ERAs (per practices), and #3. Patient Statements (up to 2 pages per statement).

Fees. Fees and pricing for RevClear will be set forth on the Order Form or Purchase Agreement, and Client will be responsible for paying all such fees. Such fees may include but are by no means limited to set-up fees, package fees, per-item fees, user-based fees, full-time equivalent employee fees, provider fees, monthly fees, fees per claims, fees per remits, fees per statements, and renewal fees, in addition to fees for any specialized service requests. All fees will be charged to Customer's payment on file with Provider in accordance with the SSA. Customer is responsible for notifying Provider of any providers or other individuals which require termination from the system, and Customer will continue to be billed for such providers and individuals until such time that Customer provides such notice. Any amounts paid for Customer, providers and individuals are non-refundable.

Changes. Provider reserves the right to require additional information from Customer, such as but not limited to enrollment forms or any information required by third party suppliers. RevClear pricing, package, naming, branding, features and functions may be changed by Provider at any time, but changes in fees will not apply until the start of the next annual period.

Suppliers and Third Party Services.

Clearinghouse services are provided by third party suppliers, and in order to utilize clearinghouse services the Customer may be required to enroll with the third party supplier and complete and accept any documents and forms required by such third party supplier. All Customer clearinghouse services account registrations shall be subject to the third party supplier's applicable terms and conditions and, if appropriate, the licensing terms and conditions of any third party supplier software. third party services may be subject to third party intellectual property rights or other claims of a proprietary nature by third parties.

In the event the third party supplier is TriZetto, TriZetto may derive, use and disclose quantitative data and information related to the performance of the Services, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes within the scope of the services TriZetto provides to its client-base. The derived data and information will be aggregated only. Any derived data used by TriZetto will be de-identified in accordance with HIPAA Rules to create a de-identified data set and Customer grants TriZetto (and its affiliates and its applicable subcontractors) a nonexclusive, worldwide, paid-up, royalty-free and perpetual right and license to create derivative works of such de-identified data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense such de-identified data set and such derivative works in any technology now existing or later developed.

Provision of third party services such as but not limited to clearinghouse services is subject to the Customer's availability and systems. Customer must reasonably cooperate with any Third Party Provider technicians and seek other assistance as needed to ensure that their systems are compatible. Provider bears no liability to Customers who are unable to operate the third party services (such as but not limited to clearinghouse services) as a result of such Customers' unwillingness or refusal to comply with the foregoing provisions.

Customer is solely responsible for its selection, review of separate product terms, website terms and privacy policies of any third party supplier. If third party services require the Customer to accept third party terms, Provider is not a party to such third party terms, which are between Customer and the applicable third party.

Third party suppliers may from time to time in their sole discretion, without liability to Provider or Customers, suspend, discontinue, revise, modify, replace, add or update any part of the third party services.

Transactions submitted using the Services must be in accordance with the procedures, data element standards, formats, codes, protocols and edits set forth in third party supplier's then relevant specifications.

Provider may be requested or required to make available to third party suppliers its documentation and appropriate personnel to enable third party suppliers to confirm Customers' compliance with their obligations pursuant to the SSA and these Terms of Use, and for regulatory and other required legal purposes, and Customer hereby consents and authorizes Provider to make available any and all such information. third party supplier may also from time to time reasonably require that Provider cooperate in the distribution of communications to Customers related to the third party services, and Customer hereby consents and authorizes Provider to so cooperate and distribute such communications.

In the event that applicable law, regulation or payer policy restricts third party suppliers from transmitting transactions submitted by Provider or its Customers to a particular payer, third party suppliers may suspend transmission of such transactions to such payer.

Customer Acknowledgment and Acceptance

Company: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____