

PointCare Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES AND RELATED CONTENT.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BUTTON INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT, OUR PRIVACY AND DATA USAGE POLICY, AND OUR BUSINESS ASSOCIATE AGREEMENT. THE "PRIVACY AND DATA USAGE POLICY" IS AVAILABLE AT <http://www.pointcare.com>, AND THE "BUSINESS ASSOCIATE AGREEMENT" IS ATTACHED OR SET FORTH BELOW AS EXHIBIT A HERETO. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS OF THE PRIVACY AND DATA USAGE POLICY, AND THE TERMS AND CONDITIONS OF THE BUSINESS ASSOCIATE AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date You accept this Agreement.

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Subscription Agreement and any exhibits, schedules and addenda hereto (including Our Business Associate Agreement in Schedule A) as well as Our Usage and Privacy Policy and all Order Forms referencing this Master Subscription Agreement. All of the foregoing shall be deemed incorporated into this Agreement by reference.

"**Anonymized Data**" means Patient Data or indicators, metrics, analytics or scores based on such data that is in an anonymous or de-identified form that does not personally identify any specific Patient.

"**Documentation**" means the applicable Platform or Service documentation, including usage guides and policies, as updated from time to time, that is accessible via Our website, the Platform or the applicable Service.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Member Agreement**" means a written agreement between a Patient and Us for direct use of the Platform and authorization by the Patient to use his/her Patient Data in connection with the Platform, including for Services or purposes independent of this Agreement.

"**Order Form**" means an ordering document or online order that is entered into between You and Us or any of Our Affiliates from time to time, and that specifies the Services to be provided hereunder. Each Order Form shall incorporate any applicable Service Terms, addenda and supplements referenced therein. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Any additional terms or provisions included in the Order Form are binding on the parties. Where inconsistencies exist between the Order Form and this Agreement, the Order Form controls.

"**Patient**" means any individual patient about whom data has been stored in or processed by the Services or Platform.

"**Patient Data**" means any data or information concerning or relating to a Patient that is stored in or processed by the Platform, including such data submitted by You as part of Your Data and information submitted by a Patient directly to Us or the Platform.

"Platform" means the PointCare System, including the Services, data, materials and content made available via the PointCare System, to which You and/or Your Users have access under this Agreement, including associated Documentation therefor.

"Platform License" means the license for the Purchased Services each as may be more fully described in an Order Form.

"Professional Services" means additional services provided by Us that are not included in a base subscription. This includes but is not limited to additional training, specialized support, travel, development, data manipulation/analysis, custom reports and dashboards development, change management and re-implementations.

"Purchased Services" means Services that You or Your Affiliates order or purchase under an Order Form.

"Services" means the products, features and services that are made available by Us via the Platform, including such items available online via Our portal at <http://www.pointcare.com> and/or other web pages designated by Us, as well as associated offline or mobile components.

"Service Content" means the content, data, information, analysis and output provided by any Service or via the Platform, but does not include Your Data or Third Party Content.

"Service Terms" means additional or supplemental terms of use and other limitations, restrictions and charges applicable to a particular Service.

"Third Party Content" means information obtained by Us from publicly available sources or third party content providers and made available to You or Users through the Platform or pursuant to an Order Form.

"User" means an individual who is authorized by You to use the Services, for whom a subscription has been purchased (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and who has been supplied a user identification and password by You (or if applicable by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, Your Patients, and third parties with which You transact business.

"We," "Us" or "Our" means PointCare, LLC, a California limited liability company.

"Work Product" means all materials, software, tools, data, inventions, works of authorship, and other developments of any kind that We, or Our personnel working for or through Us, may make, conceive, generate, develop, fix in a tangible medium or reduce to practice, alone or jointly with others, pursuant to or as a result of this Agreement, including as part of Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection, including but not limited to any improvements or modifications to the Platform or its Documentation.

"Your Data" means all electronic data or information in the form submitted by You to the Services or Platform.

2. USE OF THE SERVICES

2.1. **Provision of Purchased Services.** We will make the Platform and Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during an applicable subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. We shall: (a) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (b) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 8:00 a.m. Monday Pacific Time and provide you with reasonable prior notice), or (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (c) provide the Purchased Services in accordance with laws and government regulations applicable to Our provision of Services to Our customers generally (i.e., without regard for Your particular use of the Services), subject to Your use of the Purchased Services in accordance with this Agreement and the Documentation.

2.2. **Platform Licenses.** Unless otherwise specified in the applicable Order Form, (a) Services are purchased as a Platform License and may be accessed only by You or Your permitted Users, (b) additional Services may be added during the applicable subscription term prorated for the remainder of the subscription term in effect at the

time the additional Services are added, and (c) the added Services shall terminate on the same date as the pre-existing subscriptions. Each Platform License is for designated Users only and cannot be shared or used by more than one individual.

2.3. **Your Responsibilities.** You shall (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (d) use the Services and Service Content only in accordance with applicable laws and government regulations. You are responsible for furnishing, at Your expense, any computer, networking, telecommunications and other equipment necessary for Your or Users to access the Internet and/or connect to the Services. You will provide Us with physical and/or remote access to Your systems and networks as needed to provide support and other Services hereunder. You acknowledge and agree that We will have no liability for delays, problems or non-performance arising from the failure to provide such access.

2.4. **Restrictions.** Services are subject to usage limits set forth in Order Forms and Documentation. You shall not (a) make the Platform, Services or Service Content available to anyone other than Users except as permitted herein or in an Order Form, (b) sell, resell, rent or lease the Services or Service Content, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or Service Content, (f) attempt to gain unauthorized access to the Services or their related systems or networks, (g) create derivative works based on the Services or Service Content except as authorized herein, (h) copy, frame or mirror any part of the Services or Service Content, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services or Service Content in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

2.5. **Patient Members.** In order to deliver on patient engagement features and if the Patient elects to work with Us on their profile and coverage management, then You understand that We will be working with the Patient directly under a separate agreement independent of this Agreement. You agree that We may reasonably contact Patients that You identify to Us to invite them to become a member of the Platform (a "**Member**"). Once a Patient has become a Member by executing a Member Agreement with Us, he or she may obtain access to additional Services and Service Content. You will not be a party to the Member Agreement or have any responsibility or liability thereunder. You acknowledge and agree that a Member may retain access to the Platform and their Patient Data consisting of demographic and coverage-related data and personal documents (collectively "**Member Data**") following termination of this Agreement (including such Member Data contained within Your Data), and that We retain the right to collect additional Patient Data for or from such Member and to store, use and process Member Data following termination of this Agreement subject to the limitations in Section 4.3 (Patient Data). Profile information and data provided by a Member outside the Purchased Services will not be combined with Your Data, and use of such data will be governed solely by the Member Agreement.

2.6. **Professional Services.** All Professional Services work will be agreed upon in writing in an Order Form prior to commencing services. We will provide Professional Services on the schedule mutually agreed upon in the Order Form. Our representatives will comply with Your reasonable written rules and regulations with respect to Professional Services performed on Your premises or requiring remote access to Your networks, provided that such rules and regulations are provided to Us prior to commencement of the services.

2.7. **Updates and Changes to Platform and Terms.** During the term of this Agreement, We will provide You with access to upgrades and updates to the Platform that have been generally made available to Our other users of the Platform. We may also from time to time modify the Platform or its content, as well as the terms, procedures and protocols related thereto, by giving written notice to You. If any such upgrade, update or modification affects You in a material and adverse manner, You, as your sole remedy, may terminate this Agreement within 30 days of such notice by giving written notice to Us, and We will refund any unearned, prepaid fees promptly following termination. We may avoid such termination if, within 15 days of receipt of Your written notice, We agree in writing to eliminate the applicability of the adverse modification to You. If You do not exercise Your termination right as provided in this Section then You will be deemed to have accepted the modification, including any modified term, procedure or protocol.

2.8. **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not disclose Your Data except as provided in Our Privacy and Data Usage Policy, Our Business Associate Agreement, or as compelled by law in accordance with Section 5.3 (Compelled Disclosure), provided that for the purpose of clarity, We may use and disclose Patient Data included in Your Data as provided in Section 4.3 (Patient Data). You should retain copies of Your Data for backup and archival purposes, and We shall not be liable for any loss of Your Data.

2.9. **Service Terms.** Your use of any Purchased Service shall be subject to any Service Terms for Purchased Services of which You are notified, and such Service Terms are hereby incorporated into this Agreement. We may add additional Service Terms or modify existing Service Terms from time to time in accordance with Section 2.7 (Updates and Changes to Platform and Terms).

2.10. **Data Copy.** Upon request by You, We shall generate and supply the requested copy of Your Data in a standard format up to twice in a twelve month period, at no charge.

3. FEES AND PAYMENT

3.1. **Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased and/or number of Users/identities, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) the services purchased cannot be decreased during the relevant subscription term stated on the Order Form. Service fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for additional Services added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. We may increase fees for renewal terms in accordance with Section 9.2. Unless otherwise agreed in an Order Form Professional Services are billed at \$300 per hour.

3.2. **Payment.** If applicable, You will provide Us with valid and updated credit card information, payment card information, bank wire or electronic funds transfer information, or other payment information reasonably acceptable to Us. Payments are due within 30 days after issuance of invoice. In providing such payment information, You authorize Us to charge You the fees for the Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 9.2 (the date of any such charge is referred to herein as a Due Date). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.3. **Overdue Charges.** If any fees are not received from You by the Due Date, then at Our discretion, (a) such fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in this Section 4 (Fees and Payment).

3.4. **Suspension of Service and Acceleration.** If any amount owed by You under this Agreement is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under applicable Order Forms so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 10.1 (Manner of Giving Notice), before suspending services to You.

3.5. **Payment Disputes.** We shall not exercise Our rights under Section 3.3 (Overdue Charges) or 3.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

3.6. **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes, as applicable, associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4. PROPRIETARY RIGHTS

4.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Platform, Services and Service Content, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. As between You and Us, all Service Content (excluding any of Your Data contained therein), including all database, copyright, derivative and other intellectual property rights in such Service Content, shall be Our property, and You agree not to use or disclose Service Content except for the purposes set forth in this Agreement.

4.2. **Your Data.** You or Your licensors shall retain ownership in or to Your Data as input into the Platform, including any intellectual property rights therein, and may use such data for Your own purposes. You hereby grant Us and our designees the perpetual, irrevocable, royalty-free, non-exclusive right to use, disclose and distribute Your Data in connection with the operation of the Platform and the creation and distribution of Service Content via the Platform; provided that such Patient Data shall only be used in accordance with Section 4.3 (Patient Data). Our rights to use and disclose Your Data and Patient Data shall at all times be subject to any restrictions imposed by applicable laws and regulations.

4.3. **Patient Data.** Nothing in this Agreement shall affect the rights of any Patient in and to the Patient Data relating to such Patient or shall affect any rights to use such Patient Data that a party has lawfully obtained from the Patient independent of this Agreement. We shall have the right to use, disclose and distribute Patient Data: (a) in connection with the operation of the Platform to provide Services or Service Data to You, Your Users or to the Patient that is the subject of such Patient Data, (b) as authorized (in a Member Agreement or otherwise) by the Patient that is the subject of such Patient Data, and (c) in connection with the creation, use and distribution of Anonymized Data.

4.4. **Work Product.** Except as otherwise specified in an Order Form, You agree that all Work Product, in whatever form or medium, created in connection with this Agreement shall be Our property. You acknowledge that We shall have in Our discretion the sole right to license and/or incorporate the Work Product (or any portion thereof) into the Platform or other products or services, for use by Our other licensees or customers.

4.5. **Suggestions.** You grant to Us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You or Users relating to the operation of the Services.

4.6. **Assignment and Further Assurances.** To the extent that either of us obtains or retains rights in any Confidential Information, materials or intellectual property contrary to the allocation of ownership set forth in this Agreement, such party agrees to and hereby assigns and conveys to the other party the assigning party's right, title and interest, if any, in such items. The parties will cooperate with each other to execute any documents necessary to achieve the intent of this Section.

5. CONFIDENTIALITY AND PUBLICITY

5.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Platform and Service Content; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party (other than in confidence to its Affiliates and their legal counsel, advisors and accountants) without the other party's prior written consent. This Section 5 shall not limit Our right to use any Member Data in accordance with Section 4.3 (Patient Data).

5.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or regulatory authority to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.4. **Advertising.** You agree that We shall have the right to use Your name or the existence of this Agreement, or any Order Form in any advertisement, press releases, marketing, social media, publicity and or other similar types of matter, except to the extent You and We agree otherwise in writing.

6. WARRANTIES AND DISCLAIMERS

6.1. **Availability.** We strive for a 99.99% uptime as part of our highly available infrastructure. We cannot guarantee the continuous, uninterrupted or error-free operability of the Platform or Services. You agree that Your use of the Purchased Services is at Your sole risk. There may be times when all of, or certain features, parts or content of the Platform become unavailable or are modified, suspended or withdrawn by Us, in Our sole discretion, without notice to You. You agree that We will not be liable to You or to any third party for any unavailability, modification, suspension or withdrawal of any Services, or any features, parts or content thereof.

6.2. **Our Warranties.** We warrant that (a) We have validly entered into this Agreement and have the legal power to do so, and (b) the functionality of the Purchased Services will not be materially decreased during the subscription term. For any breach of a foregoing warranty, Your exclusive remedy shall be as provided in Section 2.7 (Updates and Changes to Platform and Terms) or Section 9.3 (Termination for Cause) and Section 9.4 (Refund or Payment upon Termination).

6.3. **Your Warranties.** You warrant that (a) You have validly entered into this Agreement and have the legal power to do so, and (b) that You have all rights, licenses, consents and releases necessary to provide all Your Data for the uses contemplated hereunder.

6.4. **Malicious Code.** We cannot and do not guarantee that the Platform or Service Content will be free from viruses and/or other code that may have contaminating or destructive elements. It is Your responsibility to implement appropriate security safeguards (including anti-virus and other security checks) to satisfy Your particular requirements as to the safety and reliability of the Platform and Service Content.

6.5. **Push Notifications.** You acknowledge that the Platform may use push notifications, texts, emails, or other electronic messages to send certain alerts or notices, and You consent to receive any such notifications. WE SHALL NOT BE LIABLE FOR THE TRANSMISSION OF, OR ERRORS OR FAILURES IN TRANSMISSION OF, ANY PUSH NOTIFICATION OR ALERT, INCLUDING ANY LIABILITY FOR ANY UNWANTED, MISSED OR IGNORED PUSH NOTIFICATIONS OR ALERTS.

6.6. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. INDEMNIFICATION

7.1. **Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

8.1. **Third Party Content.** THIRD PARTY CONTENT IS AVAILABLE "AS IS" AND "AS AVAILABLE" AND USE THEREOF IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL WE HAVE ANY LIABILITY OR DEFENSE OR INDEMNIFICATION OBLIGATION FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY CONTENT, INCLUDING ERRORS, DELAYS, DOWNTIME OR PROBLEMS IN THE SERVICES CAUSED BY SUCH THIRD PARTY CONTENT.

8.2. **Illicit Access.** WE SHALL NOT BE LIABLE FOR ANY INSTANCES IN WHICH PATIENT DATA STORED OR COMMUNICATED THROUGH THE PLATFORM IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILICIT MEANS; INCLUDING WITHOUT LIMITATION SITUATIONS IN WHICH PATIENT DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS THAT MAY EXIST IN THIRD PARTY APPLICATIONS,

SERVICES, NETWORKS OR SYSTEMS. SHOULD ANY BREACH OCCUR, WE SHALL UTILIZE THE BREACH PROTOCOL OUTLINED IN THE POINTCARE PRIVACY POLICY.

8.3. Limitation of Liability. EXCEPT WITH RESPECT TO YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.1, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT FOR PURCHASED SERVICES).

8.4. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Platform Licenses granted in accordance with this Agreement have expired or been terminated.

9.2. Term of Purchased Platform Licenses. Platform Licenses purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Platform Licenses shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

9.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 9.3, We will refund to You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with the Section 9.3 or by You without cause, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

9.5. Return of Data. You may make a request for a copy of Your Data in accordance with Section 2.10 (Data Copy) within 30 days after the effective date of termination of a Purchased Services subscription.

9.6. Surviving Provisions. Section 3 (Fees and Payment for Purchased Services), 4 (Proprietary Rights), 5 (Confidentiality and Publicity), 6 (Warranty and Disclaimers), 7 (Mutual Indemnification), 8 (Exclusions and Limitation of Liability), 9.4 (Refund or Payment upon Termination), 9.5 (Return of Your Data), 10 (Notices, Governing Law and Jurisdiction) and 11 (General Provisions) shall survive any termination or expiration of this Agreement.

10. NOTICES, GOVERNING LAW AND JURISDICTION

10.1. Notice. Notices under this Agreement should be directed to the applicable address set forth in an Order Form. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing (return receipt requested at the time of sending), or (c) the second business day after sending by confirmed facsimile. Notices to You may also be made via email or via the Platform (provided email shall not be sufficient for notices of termination, breach or an indemnifiable claim). Billing-related notices to You will be addressed to the relevant billing contact designated by You in an Order Form. It is Your sole responsibility to maintain current billing contact information. You must notify Us 15 (fifteen) days in advance of upgrades or changes to Your system that may cause integration, connectivity, or accessibility issues for Us.

10.2. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with California and applicable federal law without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, legal proceedings or litigation arising in connection with this Agreement, the Services or the Platform will be brought solely in the federal or state courts located in Contra Costa County, California, United States, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

10.3. **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11. GENERAL PROVISIONS

11.1. **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

11.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.3. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

11.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 3 (Invoicing and Payment).

11.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this Section shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. **Counterparts.** Any Order Form or other non-electronic form of any document in this Agreement may be executed (a) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (b) via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to a Party, and any such signatures shall be treated as original signatures for all applicable purposes.

11.9. **Entire Agreement.** This Agreement, all Order Forms, Our Privacy and Data Usage Policy, and Our Business Associate Agreement, including all exhibits and addenda thereto or referenced therein, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) an Order Form, (2) Our Business Associate Agreement, (3) this Master Subscription Agreement, (4) Our Privacy and Data Usage Policy, and (5) the Documentation. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year below written.

Customer

Signature: _____
Name: _____
Title: _____
Date: _____
Company: _____
Address: _____

PointCare, LLC.

Signature: _____
Name: Everett Lebherz
Title: CEO
Date: _____
Company: PointCare, LLC.
Address: 1299 Newell Hill Place, #100
Walnut Creek, CA 94596

Exhibit A
Business Associate Agreement

This Business Associate Agreement (this "BAA") becomes effective pursuant to the terms of the Master Services Agreement (the "Underlying Agreement") between the party or parties referred to as "You" or "Your" in the Underlying Agreement (collectively, "Customer") and PointCare, LLC, a California limited liability company ("PointCare"). Pursuant to the Underlying Agreement, PointCare may receive, use and/or disclose for or on behalf of Customer certain PHI that is subject to protection under applicable law. This Business Associate Agreement applies to the PHI received, created, maintained or transmitted in connection with PointCare's Services to Customer (as such terms are defined in the applicable Underlying Agreement, as further defined below):

- A. Receipt, maintenance, use and disclosure of PHI by PointCare on behalf of Customer in providing the Services; and
- B. Receipt of PHI by PointCare from Customer; receipt of requests for PHI by PointCare from Customer with respect to specific payers and patients; submission on behalf of Customer of those requests to other participating payers, vendors, or providers; receipt on behalf of Customer of responses from participating payers, vendors, or providers to Customer requests; and provision to Customer of those responses.

1. Definitions.

1.1 "Breach" will have the same meaning given to such term in 45 C.F.R. § 164.402.

1.2 "Covered Entity" will have the same meaning given to such term in 45 C.F.R. § 160.103.

1.3 "Designated Record Set" will have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.4 "Electronic Protected Health Information" or "Electronic PHI" will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that PointCare creates, receives, maintains or transmits from or on behalf of Customer.

1.5 "Individual" will have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.6 "Parties" will mean, collectively, Customer and PointCare.

1.7 "Party" will mean, individually, Customer or PointCare.

1.8 "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, Subparts A and E.

1.9 "Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by PointCare from or on behalf of Customer or its customers. All references to PHI include Electronic PHI.

1.10 "Required by Law" will have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.11 "Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.

1.12 "Security Incident" will have the meaning given to such term in 45 C.F.R. § 164.304.

1.13 "Security Rule" will mean the Security Standards at 45 C.F.R. Parts 160 and Part 164, Subparts A and C.

1.14 "Unsecured PHI" will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

1.15 "Underlying Agreement" will mean the Master Services Agreement between PointCare and Customer that incorporates this BAA by reference.

1.16 Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, and the Underlying Agreement which definitions are incorporated in this BAA by reference.

2. Permitted Uses and Disclosures of PHI.

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this BAA, PointCare may use or disclose PHI to perform Services for Customer and Patients as specified in the Underlying Agreement. PointCare may de-identify PHI to performance test, trouble-shoot and improve the Services and other uses as provided in the Underlying Agreement.

2.2 Permitted Uses of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may use PHI for the proper management and administration of the Services.

2.3 Permitted Disclosures of PHI by PointCare. Except as otherwise limited in this BAA, PointCare may disclose PHI for the management and administration of the Services. In addition, PointCare may use or disclose PHI as Required by Law. PointCare may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. Obligations of PointCare.

3.1 Appropriate Safeguards. We will use appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, intended to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA. Except as expressly provided in the Underlying Agreement, PointCare shall not assume any obligations of a Covered Entity under the HIPAA Final Rule. To the extent that PointCare is to carry out any of Covered Entity's obligations under the HIPAA Final Rule as expressly provided in the Underlying Agreement, PointCare will comply with the requirements of the HIPAA Final Rule that apply to Customer in the performance of such obligation.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. PointCare will report to Customer any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, that becomes known to PointCare, within ten (10) days following discovery, and will provide a further report within a reasonable period of time after the information becomes available using commercially reasonable efforts to do so; provided, however, that Customer acknowledges and agrees that this Section constitutes notice by PointCare to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Customer by PointCare will be required only upon request. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on PointCare's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. PointCare's notification to Customer of a Breach will include, where commercially reasonable, information to determine: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PointCare to have been, accessed, acquired or disclosed during the Breach; (ii) any particulars regarding the Breach that a Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404; and (iii) any remedial actions taken by PointCare to mitigate the adverse effects of the Breach.

3.3 PointCare's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, PointCare will require a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of PointCare for services provided to Customer, providing that the subcontractor or agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to PointCare with respect to such PHI or Electronic PHI.

3.4 Access to PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare agrees to make such information available to Customer pursuant to 45 C.F.R. § 164.524, within a commercially reasonable time from PointCare's receipt of a written request from Customer; provided, however, that PointCare is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to PointCare, or inquires about his or her right to access, PointCare will forward such request to Customer within a reasonable period of time.

3.5 Amendment of PHI. The Parties do not intend for PointCare to maintain any PHI in a Designated Record Set for Customer. To the extent PointCare possesses PHI in a Designated Record Set, PointCare agrees to make such information available to Customer for amendment pursuant to 45 C.F.R. § 164.526 within a reasonable period of time from PointCare's receipt of a written request from Customer; provided, however, that PointCare is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI

contained in a Designated Record Set possessed by Customer. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to PointCare, or inquires about his or her right to amendment, PointCare will forward such request to Customer.

3.6 Documentation of Disclosures. PointCare agrees to use commercially reasonable efforts to document such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. PointCare agrees to provide to Customer, within a commercially reasonable period of time, from PointCare's receipt of a written request from Customer, information collected in accordance with Section 3.6 of this BAA, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to PointCare, or inquires about his or her right to an accounting, PointCare will forward such request to Customer.

3.8 Governmental Access to Records. PointCare will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PointCare on behalf of Customer available to the Secretary, and ensure a copy of written materials delivered to the Secretary is delivered to Customer, for purposes of the Secretary determining a Covered Entity's or Customer's compliance with the Privacy Rule, the Security Rule, and/or the Final Rule.

3.9 Mitigation. To the extent practicable, PointCare will mitigate and cooperate with Customer's efforts to mitigate a harmful effect that is known to PointCare of a use or disclosure of PHI by PointCare that is not permitted by this BAA.

3.10 Minimum Necessary. PointCare will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. PointCare acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, PointCare under the Privacy Rule and Security Rule. PointCare agrees to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

3.12 Reasonable Assurances. Upon reasonable written request of Customer, PointCare will provide Customer with reasonable assurances that PointCare is in compliance with the obligations of this BAA. Such assurances may include, without limitation, information from third party consultants or security reviews, or, as mutually agreed upon with PointCare.

4. Permissible Requests By Customer. Customer will not request PointCare to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Customer, except as permitted pursuant to the provisions of Sections 2.2 and 2.3 of this BAA.

5. Term And Termination.

5.1 Term. The term of this BAA will commence as of the BAA Effective Date, and will terminate when all PHI provided by Customer to PointCare, or created or received by PointCare on behalf of Customer, is destroyed or returned to Customer. If it is infeasible to return or destroy PHI, PointCare will extend the protections to such information, in accordance with Section 5.3. The BAA Effective Date shall be the Effective Date of the Underlying Agreement, or the Date this BAA was executed by PointCare if this is an executable version of the BAA.

5.2 Termination for Cause. Upon Customer's knowledge of a material breach by PointCare of this BAA, Customer will provide written notice to PointCare detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, Customer may terminate this BAA, if the breach remains uncured.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, and subject to Section 11.4 of the Underlying Agreement, upon termination of the Underlying Agreement or this BAA for any reason, PointCare will return or destroy all PHI received from Customer, or created or received by PointCare on behalf of Customer, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of PointCare.

5.3.2 PointCare shall not be obligated to return or destroy any PHI received from Customer or any Patient which the Patient expressly permits PointCare to retain pursuant to a Member Agreement (as defined in the applicable

Underlying Agreement) executed by the Patient and PointCare, and may continue to use such PHI in accordance with the Member Agreement. With respect to any PHI not subject to a Member Agreement, if PointCare is obligated, in its reasonable determination, to retain PHI, or if it determines that it is otherwise infeasible for PointCare to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, PointCare will: (a) extend the protections of this BAA to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as PointCare maintains such PHI.

6. Cooperation With Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Survival. The respective rights and obligations of PointCare under this BAA will survive the termination of this BAA and the Underlying Agreement.

8. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA will control with regards to that specific language. Nothing in this BAA will change the terms and conditions of the Underlying Agreement related to disclaimers, limitations of liability, indemnity, or other risk allocation, limitation, or similar provision. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over PointCare or Customer, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of PointCare or Customer that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA will control.

9. General. This BAA is governed by, and will be construed in accordance with, the laws of the state that govern the Underlying Agreement and applicable federal law including without limitation the HIPAA Final Rule. Any action relating to this BAA must be commenced within two years after the date upon which the cause of action accrued. This BAA may only be assigned in connection with an assignment of the Underlying Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA will not be affected. All notices relating to the Parties' legal rights and remedies under this BAA will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this BAA. This BAA may be modified, or any rights under it waived, only by a written agreement executed by the authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of applicable law. Nothing in this BAA will confer any right, remedy, or obligation upon anyone other than Customer and PointCare. This BAA and any Underlying Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this BAA shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this BAA will not act as a waiver of such rights.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year below written.

Business Associate

Signature: _____
Name: _____
Title: _____
Date: _____
Company: _____
Address: _____

PointCare

Signature: _____
Name: Everett Lebherz
Title: CEO
Date: _____
Company: PointCare, LLC.
Address: 1299 Newell Hill Place, #100
Walnut Creek, CA 94596