

## MASTER SERVICES AGREEMENT TERM AND CONDITIONS

### 1.0 LICENSE GRANT

**1.1 Grant of License.** Subject to the terms and conditions of this Agreement, including the monthly software as a service Subscription Fee, Amlobo Health, LLC ("Amlobo") hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable right and license, without the right to sublicense, to use the Platform (as defined below and in a Sales Order) as a service and Upgrades for the number of Providers and Authorized Users set forth in one or more Sales Orders (each a "Subscription") during the Term unless earlier terminated in accordance with Section 5.2 hereof. Except as expressly provided herein, any attempts to sublicense, sell, pledge, assign, or transfer any of the rights or this license in violation of the permitted uses shall be void from the beginning.

BY USING AMLOBO'S PLATFORM, CUSTOMER REPRESENTS THAT (1) CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT, (2) CUSTOMER IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH AMLOBO, AND (3) CUSTOMER HAS THE AUTHORITY TO ENTER INTO THESE TERMS OF USE. THE TERM "CUSTOMER" HEREIN REFERS CUSTOMER AND TO THE HEALTHCARE PROVIDER WHO IS PROVIDING TOOLS TO A PATIENT, PRESCRIBING OR ORDERING THE USE OF THE TOOLS BY A PATIENT, OR USING THE TOOLS IN ANY WAY. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE AGREEMENT, CUSTOMER MAY NOT ACCESS OR USE THE PLATFORM, TOOLS, SERVICES, OR PATIENT DATA (AS DEFINED IN EXHIBIT D).

**1.2 Permitted Uses.** Customer shall have the right to use the Subscription solely in connection with the internal business operations of Customer. The Subscription Fee for each Subscription is specified in each applicable Sales Order.

**1.3 Restrictions on Use of Platform.** Other than as expressly permitted under this Agreement, Customer shall not and shall not authorize, assist, or permit others to (i) use, copy, modify, sell, perform, or distribute the Platform (electronically or otherwise) or any copy, adaptation, transcription, translation, or merged portion thereof; (ii) translate, reverse compile, reverse assemble, or reverse engineer the Platform, in whole or part, or any derivative works thereof; (iii) disclose or copy the Platform or any derivative works thereof; (iv) transfer, lease, assign, or sublicense the Platform without the prior written consent of Amlobo; or (v) use the Platform in connection with any service bureau work, multiple-user license, or time-sharing arrangement.

**1.4 Verification.** Amlobo may audit Customer's use of the Platform to verify compliance with the terms of this Agreement. Amlobo shall bear all costs and expenses related to any such audits.

**1.5 Copyright Notices.** Customer agrees not to remove or destroy any copyright notices, proprietary markings, or confidential legends placed upon or contained within the Platform.

**1.6 No Implied License.** Except for the express software as a service Subscription license granted herein, no licenses are granted by implication, estoppel, or otherwise.

### 2.0 FEES AND OTHER EXPENSES

**2.1 Subscription Fees.** Customer shall pay the software as a service Subscription Fee for the Platform as described in and pursuant to the payment terms set forth in an applicable Sales Order. Upon expiration of the initial term, Subscription Fees may be increased by no more than the greater of the annual change in CPI or 3%.

**2.2 Fees for Services.** Customer shall pay the fees for implementation and training of the Platform (the "Implementation and Training Services") and fees for other consulting or design services performed by Amlobo for Customer ("Professional Services") as set forth in the Sales Order or any subsequent Sales Order.

**2.3 Expenses.** Subject to the conditions set forth in this Section 2.3, Customer shall reimburse the following travel and travel-related expenses, if any, incurred by employees or subcontractors of Amlobo during the implementation, and training of the Platform: (a) all travel expenses to and from their home to the worksite of Customer; (b) meal expenses while traveling to the worksite of Customer; (c) lodging expenses while working

at the worksite of Customer; and (d) miscellaneous travel related expenses incurred as a result of traveling to the worksite of Customer (e.g., parking and tolls). In order for any such travel and travel-related expenses to be reimbursed by Customer, the following conditions must be met by Amlobo: (a) all such travel and travel-related expenses must be pre-approved by Customer in writing; (b) Customer must be provided with written receipts for any such travel and travel-related expenses, which must itemize such expenses and confirm the dates on which such expenses were incurred; and (c) all travel-related expenses must be for non-local Amlobo employees or subcontractors (i.e., residing more than sixty (60) miles from Customer's address) traveling to Customer's worksite.

**2.4 Invoices.** Amlobo will invoice Customer consistent with the payment milestones described in the Sales Order. All invoices are due and payable as set forth in the Sales Order. Any Fee due with a payment milestone not explicitly set forth in the Sales Order, shall be due thirty (30) days after receipt of the invoice. Any invoice not paid when due will be deemed late and will accrue late charges as of the date due. Late charges will be at a rate of 1.5% per month, or the maximum rate allowed under law, whichever is lower from the date such payment was due until the date paid. Customer agrees that it will notify Amlobo in writing of any dispute with any invoice within fifteen (15) days of the invoice date. Amlobo agrees to promptly review the dispute and respond with either a correction of the invoice or an explanation of the basis of finding the invoiced charge is correct.

**2.5 Taxes.** The amounts payable to Amlobo as specified herein are exclusive of any and all applicable taxes, duties, or levies assessed by applicable governmental authorities. All such applicable taxes, duties, and levies (exclusive of any taxes based upon Amlobo's income) shall be assumed by and paid for by Customer.

### 3.0 SERVICES

**3.1 Training and Implementation Services.** Amlobo shall perform and provide to Customer the Implementation and Training Services as described in the Sales Order. Fees for Implementation and Training Services shall be billed by Amlobo, and paid by Customer, in accordance with the Sales Order.

**3.2 Professional Services.** Amlobo shall perform and provide to Customer the Professional Services as described in the Sales Order. Fees for Professional Services shall be billed by Amlobo, and paid by Customer, in accordance with the Sales Order.

**3.3 Support.** Amlobo shall provide Support Services for each Subscription in accordance with Exhibit A hereto so long as the Subscription Fees due and payable under this Agreement have been paid.

**3.4 Remote Patient Monitoring and Tools and Services.** Should Customer purchase Remote Patient Monitoring Tools and Services pursuant to a Sales Order, Amlobo shall provide such Tools and Services pursuant to the terms and conditions in such Sales Order and the Remote Patient Monitoring Tools and Services Terms of Use attached hereto as Exhibit D.

### 4.0 USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

**4.1 Use and Disclosure of Confidential Information.** Each party may use the other party's Confidential Information only to the extent reasonably necessary to perform such party's obligations hereunder and/or to receive the full benefit of the rights granted to such party hereunder, and neither party shall disclose the other party's Confidential Information, other than (i) to such party's permanent employees and persons under such party's control, including, but not limited to, third party independent contractors who need to know the other party's Confidential Information to perform their duties to the other party; or (ii) as required by applicable law or court order.

**4.2 Standard of Care.** Each party shall hold the other party's Confidential Information in strict confidence and use the same degree of care to prevent disclosure or unauthorized use of any of the other party's Confidential Information as it would provide to protect its own valuable proprietary information, but in no event less than a reasonable degree of care.

**4.3 Copies.** Neither party shall make any copies of any of the other party's Confidential Information, except as reasonably necessary to perform such party's obligations hereunder and/or to receive the full benefit of the rights granted to such party hereunder.

**4.4 Disclosure by Law.** If a party is required by applicable law or by interrogatories, requests for information or documents, subpoena, or similar process to disclose any of the other party's Confidential Information, unless the party is prohibited from doing so or there is a clear indication of illegal conduct or risk of harm, such party shall provide the other party with prompt written notice of such request or requirement so that the other party may seek an appropriate protective order and/or waive such party's compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, a party nonetheless is compelled to disclose any of the other party's Confidential Information or else stand liable for contempt or suffer other liability, such party may disclose only that portion of the other party's Confidential Information which such party deems necessary to fulfill the applicable legal requirements.

**4.5 Return.** Each party shall, within thirty (30) days after the effective date of any termination of this Agreement, return to the other party or, if so directed by the other party, destroy all tangible embodiments of the other party's Confidential Information (in every form and medium) and certify such return or destruction in writing.

## 5.0 TERM AND TERMINATION

**5.1 Term.** This Agreement and the term hereof shall commence on the Agreement Effective Date and shall continue thereafter for the period of months set forth in the initial Sales Order, unless and until terminated as specifically provided in this Agreement. Thereafter the Agreement shall automatically renew for successive periods equal to the initial term, unless a party gives the other party notice of intent not to renew sixty days prior to the expiration of the then current term. "Term" shall mean the initial term set forth in the Sales Order plus any renewal periods. Should Customer order subsequent Subscriptions pursuant to subsequent additional Sales Orders, the Term shall be extended by the number of months set forth in such subsequent Sales Order beginning on the Sales Order Effective Date of such Sales Order and thereafter shall renew as set forth above. Each Subscription shall renew independently, and the Term of this Agreement shall not expire or terminate as set forth herein until all Subscriptions have terminated.

**5.2 Termination.** In the event of a Default, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party in accordance with Section 10.3 hereof. Such termination shall be effective immediately upon the receipt of such termination notice to the defaulting party.

**5.3 Rights upon termination.** All Platform licenses granted hereunder, and other services provided hereunder shall terminate upon termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing other remedies available to it (except where a sole remedy is specified), including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees, expenses, and costs that have accrued or are otherwise owed by Customer to Amlobo.

**5.4 Survival.** The provisions of Sections 1.3, 1.5, 4.1-4.5, 5.2-5.5, 6.0, 7.3, 8.2, -8.4, 9.1-9.2, and 10.1-10.17 hereof shall survive the termination of this Agreement.

**5.5 PHI and Confidential Information.** Amlobo shall provide, at Customer's expense, commercially-reasonable assistance to Customer to permit Customer to retrieve Customer's PHI and Customer's Confidential Information from the Platform, and to do so within 30 days of its receipt of a written request for such Confidential Information and PHI provided that Customer has, at that time, paid all fees and charges due and outstanding at and resulting from termination. Customer shall destroy all copies of the Platform in its possession and shall certify to Amlobo that it has destroyed all copies of the Platform within 30 days of termination of this Agreement.

## 6.0 INTELLECTUAL PROPERTY

All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Platform, each Subscription, Documentation, Upgrades, customizations, and the provision

of computer programming services provided pursuant to this Agreement, in any format, (the "Intellectual Property") are and will remain the sole and exclusive property of Amlobo or its third party licensors, whether or not specifically recognized or perfected under applicable law. Amlobo or its third party licensors shall own all rights, title and interest, including all patent, trademark, copyright, trade secret, all intellectual property rights, in and to any improvements to the Platform, Documentation, Upgrades, and customizations, in any format, even when such changes result from Customer's request. To the extent, if any, that ownership in the customizations does not automatically vest in Amlobo or its third party licensors by virtue of this Agreement or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause Customer's affiliates to transfer and assign) to Amlobo or its third party licensors all rights, title, and interest in the customizations. Customer shall not assert any ownership rights in the Platform, Documentation, Upgrades, and customizations. Customer shall not take any action that could adversely affect Amlobo or its third party licensors' rights to the Platform, Documentation, Upgrades, and customizations.

## 7.0 REPRESENTATIONS AND WARRANTIES

**7.1 Warranty as to No Viruses or Malicious Codes.** Amlobo warrants and represents to Customer that the Platform does not contain any virus, worm, time bomb, trap door, disabling device, automatic restraint, trojan horse, cookies, contaminants, commands, or other codes designed to: (a) discontinue Customer's effective use of the Platform; (b) erase, destroy, corrupt, or modify any data of Customer, Customer's employees, agents, and/or patients, or any Authorized User, without the express written consent of Customer; or (c) bypass any internal or external software security measure to obtain access to any hardware or software of Customer or Customer's employees, agents, and/or patients, without the express written consent of Customer.

**7.2 Other Representations and Warranties.** Amlobo represents and warrants to Customer as follows:

**7.2.1** That all of the services to be provided by Amlobo hereunder will be performed in a professional manner by qualified personnel or qualified contractors; and

**7.2.2** In providing the Platform and Upgrades and in performing services hereunder, Amlobo and its employees, agents, and contractors shall comply with all applicable Federal, state, and local laws and regulations, including, without limitation, HIPAA (as defined below) and the rules and regulations promulgated thereunder, and all applicable United States import and export laws, statutes, and regulations, including, but not limited to, the Export Administration Regulations and International Traffic in Arms Regulations.

**7.3 WARRANTY DISCLAIMER.** THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMLOBO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PLATFORM OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, AMLOBO SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, THE DOCUMENTATION, THE PERFORMANCE OF THE PLATFORM, THE RESULTS OBTAINED THEREFROM, AND/OR ANY MATERIALS OR SERVICES FURNISHED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PLATFORM, DOCUMENTATION, OR SERVICES PROVIDED HEREUNDER.

CUSTOMER AGREES THAT AMLOBO WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DEVICES, GOODS, RPM SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD PARTY MANUFACTURERS, OR FOR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE DEVICES, CONTENT, OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

## 8.0 LIABILITY AND INDEMNIFICATION

**8.1 Intellectual Property Infringement.** Amlobo agrees to and shall defend, indemnify, and hold harmless Customer and all of its directors, officers, employees, servants, agents, successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable and actual attorneys' fees and expenses) arising out of, resulting from, or alleging any claim that the Platform, Upgrades, customizations or any component thereof, infringes any patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right of any third party. Customer shall give Amlobo prompt written notice of such claims relating thereto. Amlobo shall have sole control of the defense of such action and all related settlement negotiations, and Customer shall provide Amlobo with all reasonably necessary assistance, information, and authority to perform the foregoing at Amlobo's sole expense.

If a temporary or final injunction is obtained against Customer's use of the Platform or Upgrades, or any component thereof, by reason of infringement of any patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right, Amlobo, at its option and expense, shall either: (a) procure for Customer the right to continue to use of the Platform and Upgrades, and the component parts thereof; or (b) replace or modify for Customer the Platform and Upgrades, and the component parts thereof, so that it no longer infringes or they no longer infringe such patent or copyright, trade secret, trademark, trade dress, or any other intangible property or proprietary right, so long as the functions, performance, or other aspects of the Platform and Upgrades, and the component parts thereof, are not materially impaired and continue to conform to the applicable specifications and the performance requirements under this Agreement. If neither of the foregoing alternatives is commercially practicable, Amlobo shall have the right to require Customer cease using the Platform, and Amlobo shall cease charging Customer all applicable Subscription Fees, and the license granted for such Platform shall terminate with no continuing obligation or liability of Amlobo to Customer.

**8.2 Indemnification by Customer.** Customer agrees to and shall defend, indemnify, and hold harmless Amlobo and all of its directors, officers, employees, servants, agents, successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or resulting from: (i) Customer's breach of any of the provisions under this Agreement; or (ii) Customer's violation of any law, statute, ordinance, order, rule or regulation. Amlobo shall provide Customer with (a) prompt written notice of any such claim of which Amlobo becomes aware; (b) all reasonable assistance and documentation in Amlobo's possession requested by Customer to defend such claim; and (c) control over the defense and settlement of such claim, provided that Customer shall not agree to any settlement or other disposition that imposes any obligation on Amlobo.

**8.3 Insurance.** During the term of this Agreement, Amlobo shall maintain, at its sole cost and expense, commercial general liability insurance, including contractual liability, in the amount of \$5,000,000 each claim and \$5,000,000 in the aggregate; professional liability insurance, including errors and omissions, in the amount of \$5,000,000 each claim and \$5,000,000 in the aggregate; crime coverage for employee dishonesty in the amount of \$25,000 and computer fraud coverage, in the amount of \$5,000. Amlobo shall provide Customer proof of such insurance upon request.

**8.4 LIMITATION OF LIABILITY.** EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR CRIMINAL ACTIVITY, AMLOBO'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE SUM OF THE FEES PAID BY CUSTOMER DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED LIABILITY AROSE. IN NO EVENT WILL AMLOBO HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, INTERNAL COSTS OF INVESTIGATION AND/OR REMEDIATION, LOSS OF USE OR OF DATA, ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S COMPUTERS, COMPUTER

SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT AMLOBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES AGREE THAT THE TERMS IN THIS LIMITATION OF LIABILITY SECTION REPRESENT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

## 9.0 DATA

**9.1 Data Protection.** Customer grants to Amlobo or its third party licensors an irrevocable, nonexclusive, perpetual, world-wide, royalty-free right and license to use all Data (with Obvious Identifiers removed so long as such Data is not PHI as defined for purposes of HIPAA) for any purpose permitted by law, including, without limitation (i) analysis and incorporation of the Data in databases, reports, comparative data sets, scores or scoring systems generated therefrom; and (ii) creation and distribution of works and derivative works based on the Data. Any Data that contains an element that by itself, or in combination with any other data elements allows re-identification of a person, is considered PHI under this Agreement. Amlobo or its third party licensors will perform the extraction of Data that is collected, stored or generated through the use of the Platform without charge and without impairing any operation or function of the System. Customer acknowledges that Amlobo is reliant on Customer for direction as to the extent to which Amlobo is entitled to access PHI. Consequently, Amlobo will not be liable for any claim brought by a Patient arising from any action or omission by Amlobo or its third party licensors, to the extent that such action or omission resulted directly from Customer's instructions. In accordance with applicable law, Customer shall be solely responsible for obtaining any and all consents and authorizations necessary to use, disclose and process PHI from Patients and any other persons whose PHI is to be provided under this Agreement.

**9.2 Patient Access to the Platform.** Customer hereby acknowledges and agrees that each Authorized Patient interacts directly with Amlobo or its third party licensors pursuant to the Patient Terms of Use.

## 10.0 GENERAL

**10.1 No Partnership Between the Parties.** This Agreement is entered into by Amlobo and Customer with the mutual understanding that they are unrelated parties. Nothing in this Agreement is intended by the parties nor shall be construed by Amlobo, Customer, or any other party to create a partnership, joint venture, or agency relationship between them. Rather, in performing the services to be rendered hereunder, Amlobo is an independent contractor of Customer and performs similar services for other parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.

**10.2 Governing Law and Venue; Arbitration.** This Agreement shall be deemed to have been entered into and to be performed in the State of Florida, and shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Excepting non-payment of undisputed invoiced amounts due Amlobo, in the event of a dispute between the parties, they agree to negotiate in good faith for a period of thirty (30) days in order to resolve the dispute. In the event that any dispute, claim, question or disagreement arising from or related to this Agreement or a breach of this Agreement cannot be settled by the parties' good faith negotiations, either party may, by written notice to the other, demand arbitration of the matter. The arbitration will be conducted in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules conflict with or are modified by the provisions of this Section, in which event the provisions of this Section will control. The parties will attempt to select a single arbitrator by mutual agreement. If they are unable to do so, the parties may request the AAA to select a single arbitrator that is a retired judge. The decision of the arbitrator will be binding and conclusive. Judgment upon any award rendered by the arbitrator may be entered in any court in Florida having jurisdiction. Any such arbitration will be held in a reasonably convenient location acceptable to both parties in Florida. The arbitrator may apportion some of a party's legal fees to the other party based on the extent to which the party prevailed and the extent to which each party complied with the arbitrator's guidelines for conduct of the arbitration. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN RESPECT TO ANY

ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR UNDER THIS AGREEMENT OR ITS INTERPRETATION. Provided, however, Amlobo reserves all rights to pursue injunctive relief in a court of law outside the arbitration process set forth above in the event of a claim relating to use of the Platform that is in violation of the US Copyright Act or for use by Customer, its representatives or assigns of the Platform outside the scope permitted under Section 1 hereof.

**10.3 Notice.** Any and all notices, designations, consents, offers, acceptances, or other communications required herein shall be given to either party, in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee as set forth on the signature page hereto for each respective party (unless notice of a change of address is furnished by a party to the other party hereto) and to the attention of the CEO and with return receipt requested, effective upon receipt.

**10.4 Waivers.** No failure or delay on the part of a party to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver, thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other further exercise of any other right, power, or privilege. In no event shall the making by Customer of any payment to Amlobo constitute or be construed as a waiver by Customer of any breach of this Agreement, or any default which may then exist, on the part of Amlobo, and the making of any such payment by Customer while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Customer in respect to such breach or default.

**10.5 Disregarding Titles.** The titles of the sections in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**10.6 Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts and by either party hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or electronically, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof. The parties intend that delivery of a counter-part of this Agreement electronically shall constitute a binding original of the Agreement.

**10.7 Amendment.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of both of the parties hereto.

**10.8 Assignment.** Any Subscription license granted hereunder by Amlobo is solely to Customer and none of the rights granted hereunder may be assigned, sold, sublicensed, or otherwise transferred by Customer or by operation of law without the prior written consent of Amlobo, which may not be unreasonably withheld. Amlobo may assign its rights and delegate its duties hereunder at any time without the consent of Customer.

**10.9 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the successors and permitted assigns of the parties hereto.

**10.10 Export/Import Administration.** Customer represents and warrants that if Customer assigns or transfers the Platform pursuant to the terms of this Agreement to any foreign national, or person or entity outside of, or for use outside of, the United States of America, Customer agrees hereby to comply fully with all applicable export / import laws and regulations of the United States of America or other countries.

**10.11 Completeness of the Agreement.** This Agreement, the attached Exhibits and Sales Orders, and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by Amlobo and Customer and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either Amlobo or Customer.

**10.12 Severability.** If any provision of this Agreement is declared by any court having competent jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this

Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was declared invalid.

**10.13 Third-Party Beneficiaries.** Qure4u, Inc. shall be an intended third party beneficiary of this Agreement. There are no other intended third-party beneficiaries of this Agreement and the undersigned are the only parties to this Agreement.

**10.14 Order of Precedence.** The Agreement shall be comprised solely of the following documents. In the event of an inconsistency or conflict in terms, precedence shall be given in the order indicated:

1. These Terms and Conditions;
2. Exhibits;
3. Sales Order(s); and
4. Any Amendments to the Agreement in reverse chronological order.

**10.15 Non-Solicitation.** Customer and its Providers and Authorized Users shall not directly or indirectly solicit for or offer employment or otherwise induce employment of any employee or contractor of Amlobo that Customer or an Affiliate became aware of as a result of the performance of this Agreement, or communicate in any manner with such employees about offering employment opportunities with any third party, during the Term and for a period of two (2) years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Customer and Affiliates are not prohibited from engaging in any general advertising and hiring any employee of Amlobo who responds to such general solicitations, so long as the solicitation is indirect and general in nature and does not specifically and solely target any of Amlobo's employees.

**10.16 Force Majeure.** Amlobo shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Amlobo or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

## 11.0 CERTIFICATION OF AUTHORITY TO SIGN THE AGREEMENT

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

## 12.0 DEFINITIONS

The following definitions shall apply to this Agreement, including all schedules, exhibits, and Sales Orders:

**12.1 Authorized Patient.** "Authorized Patient" means a Patient/Consumer who registers to use the Platform, accepts the Patient Terms of Use, has a direct, patient relationship with Customer, and has created a username and password with or received such from Customer to access the Platform.

**12.2 Authorized Users.** "Authorized Users" means the number of Customer's Authorized Users that may access the Platform pursuant to a Subscription, as specified in the Sales Order.

**12.3 Business Associate Agreement.** "Business Associate Agreement" means the agreement attached hereto as Exhibit B containing provisions required by HIPAA to protect confidentiality of the Protected Health Information of Customer's patients.

**12.4 Confidential Information.** "Confidential Information" means any information relating to, or disclosed in the course of, this Agreement, which is designated as 'confidential' or 'proprietary' or some similar

designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to the Platform, Amlobo software, the Documentation, the terms and pricing under this Agreement, trade secrets, business strategies, specifications, technical data, and all Sales Orders and Statements of Work. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.

**12.5 Data.** "Data" means all (a) data that is collected, stored, or generated through the use of the Platform, and (b) Amlobo requested data that is not collected, stored, nor generated through the use of any Platform functionality, in each case requested by Amlobo and subsequently transmitted to or retrieved by Amlobo for storage, provided that Data does not include data that is Protected Health Information or Customer's Confidential Information.

**12.6 Default.** "Default" means (A) a party's material breach of any of its obligations hereunder which is not cured within thirty (30) days after receiving written notice of such default from the other party pursuant to Section 10.3 herein; (B) Customer's failure to pay any undisputed fee within twenty (20) days of the due date; (C) the dissolution of a party; (D) a party has a receiver, trustee, custodian, or similar agent appointed to or take possession of any of its property or business; (E) a party ceases to operate business in the ordinary course for more than ten (10) consecutive days; (F) a party files or has filed against it a petition (or other document) under any bankruptcy law or similar law that has not been dismissed within ninety (90) calendar days after the filing of such petition (or document); (G) a party undergoes any dissolution, liquidation, composition, financial reorganization, or recapitalization with creditors and such action impairs the party's ability to perform under this Agreement; or (H) a party makes a general assignment or trust mortgage for the benefit of its creditors

**12.7 Documentation.** "Documentation" means the user manual(s) for use of the Platform, whether provided in hard copy or electronically.

**12.8 Error.** "Error" means a reproducible failure of the Platform to perform in accordance with the Documentation.

**12.9 Go Live Date.** "Go Live Date" means the first date that the Platform is in use by Customer in a "live" production environment.

**12.10 Implementation and Training Services.** "Implementation and Training Services" have the meaning described in Section 2.2.

**12.11 Patient Terms of Use.** "Patient Terms of Use" means the terms and conditions each Authorized Patient shall enter into directly with Amlobo or its third party licensors through the Platform in the form prescribed by Amlobo or its third party licensors as amended from time to time.

**12.12 Personally Identifiable Information.** "Personally Identifiable Information" or "PII" means data which relate to an Authorized Patient who can be identified from those data, or from those data and other information which is in the possession of or is likely to come into the possession of Amlobo.

**12.13 Platform.** "Platform" means the executable version of Amlobo's software as a service platform with the specific functional features described in the Sales Order attached hereto and any Upgrades.

**12.14 Professional Services.** "Professional Services" have the meaning described in Section 2.2.

**12.15 Protected Health Information.** "Protected Health Information" or "PHI" shall have the meaning ascribed to it in Title II, Subtitle F of the Health Insurance Portability and Accountability Act ("HIPAA").

**12.16 Providers.** "Providers" means the number of Customer's Physicians or Mid-Level Providers that may access the Platform pursuant to a Subscription, as specified in the Sales Order.

**12.17 Qure4u.** "Qure4u" shall mean Qure4u, Inc., 1401 Manatee Avenue West, Suite 930, Bradenton, FL 34205, USA.

**12.18 Sales Order.** "Sales Order" means an order form provided by Amlobo to Customer pursuant to which Customer orders Services or a Subscription.

**12.19 Statement of Work.** "Statement of Work" means a written document created and signed by authorized representatives of each party after execution of the Agreement which may include additional customization of the Platform pursuant to a Subscription beyond the Subscription identified in the applicable Sales Order.

**12.20 Subscription(s).** "Subscription" has the meaning set forth in Section 1.1 above.

**12.21 Subscription Fee.** "Subscription Fee" means the fees paid by Customer to license via software as a service the Platform as defined herein and in applicable Sales Order(s). Payment of Subscription Fees also entitles Customer to receive Support Services for each such Subscription.

**12.22 Support Services.** "Support Services" means the Support services described in Exhibit A.

**12.23 Upgrades.** "Upgrades" means, solely with respect to the executable version of the Platform, any subsequent error corrections, bug fixes, enhanced and improved versions and all modifications and improvements of the current functionality of such Platform or prior Upgrade that work solely within the functionality of the Platform as may be created and made available from time to time by Amlobo in its discretion.

## EXHIBIT A SUPPORT SERVICES AGREEMENT

### Support Services Performance Standards

#### 1.0 SCOPE OF SUPPORT SERVICES

Amlobo shall provide the Support Services as described in this Exhibit with respect to Subscription(s) throughout the term of the Agreement so long as Customer has paid the Subscription Fee. Capitalized terms not elsewhere defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

During the term of this Agreement, Amlobo agrees to provide Customer with a staffed help desk during normal business hours (Monday-Friday, 8:00 AM – 5:00 PM ET; excluding holidays). Customer agrees to appoint up to three (3) Authorized Support Contacts who are authorized to contact Amlobo Support Team directly on behalf of Customer. Support is available to address Errors Customer is experiencing. Problems that are reported that are not Errors that result in Customer approved time being spent by Amlobo are billable at standard Consulting Fee rates.

#### 2.0 REMEDIAL ERROR CORRECTIONS

Customer shall promptly notify Amlobo of any Errors in the Platform or the Documentation. Amlobo shall use its best efforts to respond to and correct all Errors within the timeframes set forth below. Amlobo will track Customer's reported Errors by date, description of Error, and status (pending, In-progress, and closed). Customer will be granted access to web-based solution in use by Amlobo to view and follow real-time issues tracking. This will include, but is not limited to reported Errors, descriptions, current status, and comments and/or notes.

#### 3.0 UPGRADES

Amlobo will regularly provide Upgrades to keep it compatible with updates and changes to federal standard operating environments and to correct any material defects. Amlobo will make modifications, bug fixes, updates, and new versions of the Platform released by Amlobo and available to Customer at no additional charge other than the stated Subscription Fee. This does not include possible implementation fees.

#### 4.0 CUSTOMIZATIONS

Any customizations (each a "Customization") requested by Customer and agreed to by Amlobo, and any support or modifications thereof, will be charged at the Professional Services rates or in accordance with the terms of a specific written Sales Order or Statement of Work provided by Amlobo and accepted by Customer. Testing of Customizations prior to implementation as a part of the Platform shall be the responsibility of Customer.

#### 5.0 PERFORMANCE STANDARDS

##### 5.1 Definitions.

"Fix" means the repair or replacement of object or executable code versions of the Platform to remedy an Error.

"Telephone Support" means telephone or email technical support

assistance provided by Amlobo to the Authorized Support Contact concerning the installation and use of the then-current release of the Platform.

"Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing use of the Platform.

##### 5.2 Error Correction Standards.

During the Term, Amlobo will exercise commercially reasonable efforts to Fix a reported Error (as defined in the Support Services Severity Matrix below) for the current release of the Platform in accordance with the severity level reasonably assigned to such Error by Amlobo. The severity level of the Error will be determined by Amlobo as soon as practicable under the circumstances, with the goal being one (1) hour of the report of a critical, high impact incident via phone. Customer is responsible for providing sufficient information to allow Amlobo to readily reproduce all reported Errors. Customer must minimally include the following information: date the error occurred, the users(s) and names of users impacted, application screen name, specific error experienced (what is happening), expected screen functionality, and specific replication steps. Additional information may also be required based on the type of error. The parties understand that certain Errors manifest themselves in an intermittent and/or seemingly random fashion, cannot reasonably be discovered by extensive testing, and must be analyzed by developers to determine the cause. If Amlobo believes that a problem reported by Customer may not be due to an Error in the Platform, Amlobo will so notify Customer.

##### 5.3 Compatibility; Prior Version Support.

Amlobo shall ensure that each Upgrade is compatible with each preceding version of the Platform, including Customizations.

##### 5.4 Exclusions.

Amlobo will have no obligation under this Agreement to support: (i) altered or damaged Platform components or any portion of a Platform component incorporated with or into other Platform applications; (ii) Errors, bugs, or operational problems in the Platform caused by Customer's negligence, abuse or misapplication of the Platform, or arising out of other causes beyond the control of Amlobo; or (iii) Errors, bugs, or operational problems in the Platform resulting from the combination of the Platform with such other programming utilized by Customer which is not compatible with the Platform. Amlobo shall not be responsible for Customer's computer network or for any connectivity or other related issues that prevent Customer from gaining access to the Platform.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. AMLOBO DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE MASTER SERVICES AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.

**SUPPORT SERVICES SEVERITY MATRIX**

<b>Severity</b>	<b>Definition</b>	<b>Target Resolution</b>	<b>Actions</b>
Severity 1 Error (Urgent)	Error that renders the Platform inoperable or causes the Platform to fail catastrophically.	Within 4 business hours from the time that Amlobo is able to reproduce such Error	Amlobo will immediately implement known Workarounds and Fixes, if any, to correct the Error. If the known Fixes or Workarounds fail, or none exist, then within 4 hours Amlobo will: (1) escalate to the internal engineering team and notify Amlobo's senior leadership that a high severity defect has been reported and that steps are being taken to correct the defect; (2) provide Customer with periodic reports on the status of the resolution; and (3) commence work to provide Customer with a Workaround or Fix.  Amlobo will devote necessary resources to work with Customer on the resolution of the Error. After Amlobo has implemented any Fix or Workaround, Amlobo will then make a reasonable effort to identify a long-term resolution for the incident and communicate the resolution to Customer.
Severity 2 Error (High)	Error that materially restricts Customer's use of the Platform. A Workaround may exist, but it has high user impact.	Within 1 business day from the time that Amlobo is able to reproduce such Error	Amlobo will promptly implement known Workarounds and Fixes, if any, to correct the Error. If the known Fixes or Workarounds fail, or none exist, then within 1 business day Amlobo and Customer will begin work, within normal business hours, to identify a Fix or Workaround for the Error. If a Workaround has been implemented Amlobo will identify a Fix for the incident to be implemented at a future date and communicate the Fix and the resolution plan to Customer.
Severity 3 Error (Medium)	Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently but does not qualify as a Severity 1 or Severity 2 Error. The Error is having a low impact upon Customer's business operations.	Within a reasonable time from the time that Amlobo is able to reproduce such Error	Amlobo will implement a known Fix or Workaround within a reasonable time, considering the inconvenience to Customer and its user base. If the known Fixes or Workarounds fail, or none exist, Amlobo will provide a Fix in the next regularly scheduled release of the Platform.
Severity 4 Error (Low)	Error that causes only a minor impact on Customer's use of the Platform or is an error in documentation, cosmetic or response to a question.	Within a reasonable time from the time that Amlobo is able to reproduce such Error	Amlobo will provide an appropriate response within a time frame that is appropriate to the Error.

## EXHIBIT B BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made effective as of the date of the Agreement by and between Amlobo Health, LLC (the "Business Associate") and Customer (the "Covered Entity").

### RECITALS

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which sets forth the standards for protecting the privacy of certain Protected Health Information ("PHI").

B. This BAA will also comply with Part I of Subtitle D of Title XXX the American Recovery Reinvestment Act ("ARRA"), enacted on February 17, 2009, P.L.11-5 regulations on business associates and entities covered under HIPAA.

C. Said Regulations are cited at USC Title 42, Chapter 156 (Health Information Technology Privacy-Improved Privacy provisions and Security provisions) sections 17921-17954.

D. The Covered Entity as contracted with the Business Associate to provide certain products and/or services (collectively, the "Services") pursuant to an existing contract (the "Underlying Contract"), or a business arrangement or relationship described in the Underlying Contract.

E. The Business Associate will regularly receive PHI in its performances of the Services pursuant to the Underlying Contract.

F. Covered Entity has requested Business Associate to perform the Services pursuant to the requirements set forth in the HIPAA Regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this BAA, parties agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined in this BAA or the Agreement, shall have the same meaning those terms have in 45 Code of Federal Regulations (CFR) 160.103 & 164.501 and 42 USC Section 17921.

2. Obligations and Activities of Business Associate. If Business Associate obtains Protected Health Information pursuant to this BAA or any other written agreement between Business Associate and Covered Entity as described in section 164.502(e) (2) of Title 45 of the Code of Federal Regulations, with regard to the use and/or disclosure of PHI, Business Associate agrees to use and disclose such information only if in strict compliance with each applicable requirement of section 164.504(e) of Title 45 of the Code of Federal Regulations

(a) Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BAA and apply the security provisions of sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures) of Title 45 of the Code of Federal Regulations. All security provisions requirements of Covered Entity are also applicable to Business Associate and are deemed incorporated into this BAA and any amendments.

(b) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

(c) Upon discovery by Business Associate of any breach, immediately notify such breach to Covered Entity that will allow Covered Entity to notify affected individuals of the breach as required by 42 USC Section 17932(a). Such notice shall include: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) a

description of the unsecured protected health information subject to the breach; (3) the steps individuals should take to protect themselves from potential harm resulting from the breach; (4) a brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against further breaches; (5) contact procedures for individuals to ask questions or learn information, which could include a toll-free telephone number, an e-mail address, Web-site, or postal address, if the contact is to be with the Business Associate.

The notices referred to in this section shall be made without any reasonable delay and in no case later than 60 calendar days after the discovery of the

breach. The method of notice shall comply with the provisions stated at 42 USC Section 17932(e). For purpose of this subsection, breach means the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information as defined, and subject to the exceptions set forth, in 45 CFR 164.402 and 42 USC Section 17921(1).

(d) For purpose of subsection (c), Business Associate shall treat any use or disclosure of PHI not permitted by HIPAA and ARRA provisions as a breach if such use or disclosure falls into the definition of breach under 42 USC Section 17921(1).

A breach shall be treated as discovered by Business Associate and Covered Entity as of the first day on which such breach is known to Business Associate or Covered Entity, (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate or Covered Entity.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

(f) If applicable, provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity to meet the requirements under 45 CFR 165.524.

(g) If applicable, make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on Behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations.

(i) Document such disclosures of PHI and information related to such disclosures as is required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Provide to Covered Entity or an Individual in a time and manner designated by Covered Entity, information collected in accordance with Section (i) above, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 that will allow Covered Entity to elect how to respond to the request as authorized by 42 USC Section 17935(C) regarding accounting of PHI maintained in an electronic record format. If Business Associate is required to provide an accounting of disclosure to an individual; upon said individual's direct request to Business Associate, Business Associate shall notify Covered Entity of such direct request in a timely manner.

(k) Limit the use, disclosure, or request of PHI described in 45 CFR 164.502(b)(1) to the extent practicable, to the limited date set (as defined in section 164.514(e)(2)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, respectively.

(l) Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual, unless the Covered Entity obtained a valid authorization in compliance with section 164.508 of Title 45 of the Code of Federal Regulations and 42 USC Section 17935(d). This provision is subject to the exceptions enumerated at 42 USC Section 17935(d) (2).

(m) Comply with the privacy provisions as stated in 42 USC Section 17934. Said section is deemed incorporated into this BAA and any amendments.

(n) Not make or cause to be made any communication about a product or service that is prohibited by 42 USC Section 17936(a).

(o) Not make or cause to be made any fundraising communication that is prohibited by 42 USC Section 17936(b).

3. Permitted Uses and Disclosures by Business Associate.

(a) General Use and Disclosure Provisions. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI on behalf



of, or to provide the Services to, Covered Entity, for the purposes described in the Underlying Contract, if such use or disclosure of PHI would not violate the requirements of HIPAA if done by Covered Entity. All privacy requirements concerning use and disclosure of PHI under HIPAA and ARRA provisions that apply to Covered Entity shall also apply to Business Associate and are deemed incorporated into this BAA and any amendments.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided such uses do not violate the requirements of HIPAA.

(2) Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity. Covered Entity shall:

(a) Provide Business Associate with the notice of privacy practices (the "Notice") that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such Notice.

(b) Provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 and follow guidelines from said section and from 42 USC section 17935 (a).

(d) not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity with the exception of any uses or disclosures as allowed by Section 3 above.

5. Terms and Termination.

(a) Term; Termination. The Term of this BAA shall be effective as of the effective date of the Underlying Contract and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

(b) In addition to any other provisions in the Underlying Contract regarding breach, in accordance with 45 CFR 164.314(a) (1) (ii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA then the non-breaching party shall provide written notice of the breach or violation to the

other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the non-breaching party, or in the event that cure is not reasonably possible, then the non-breaching party may immediately terminate the BAA.

(c) Effect of Termination. Upon termination of this BAA, the following provisions apply:

(1) Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. The obligations of the Business Associate with respect to access, use, and disclosure of PHI under this BAA shall continue until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the PHI then Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon determination by Business Associate that return or destruction of PHI is infeasible, then the obligations of Business Associate with respect to access, use and disclosure of PHI shall continue as provided in sub-section (2) of this section. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies, summaries or excerpts of the PHI. Business Associate shall certify in writing within thirty (30) days from the date of termination or expiration of this BAA or the Underlying Contract that all PHI has been returned or disposed of as provided and the PHI has not been retained in any form.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Miscellaneous.

(a) Regulatory References. A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including the HITECH Act, and any guidance and regulations promulgated thereunder

(c) Survival of Rights and Obligations. The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and/or Business Associate to comply with the HIPAA Privacy Rule.

**EXHIBIT C SERVICE LEVEL AGREEMENT**

**1.0 Definitions**

**"Business Day(s)"** means the Amlobo support team's standard working day (excluding Amlobo's corporate holidays and national U.S. holidays).

**"Downtime"** means any period, greater than one (1) minute, within the Scheduled Available Time during which the Client is unable to access or use the Platform because of an Error, excluding any such period that occurs during any Scheduled Downtime and/or Recurring Downtime.

**"Recurring Downtime"** means 1:00 A.M. (Central time) to 4:00 A.M. (Central time) each Monday through Saturday.

**"Scheduled Available Time"** means 24 hours a day, 7 days a week.

**"Scheduled Downtime"** means the time period after 8:00 P.M. (Central Time) identified by Amlobo in which Amlobo intends to perform any planned upgrades and/or maintenance of the Platform or related systems and any overrun beyond the planned completion time.

**"Uptime Percentage"** means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes of Scheduled Available Time in such calendar month.

**2.0 Scope of Service Level Commitments**

Amlobo's obligations do not extend to Errors or other issues caused by:

- a. any third-party hardware or software used by the Client or any of the Authorized Users;
- b. the improper operation or use of the Platform by the Client or any of the Authorized Users;
- c. the accidental or deliberate damage to, or intrusion or interference with the Platform;
- d. the use of the Platform other than in accordance with any Documentation or Amlobo's reasonable instructions;
- e. services, circumstances or events beyond Amlobo's reasonable control, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by the Client, or any network beyond Amlobo's demarcation or control.

**3.0 Scheduled Downtime and Guaranteed Up Times**

Amlobo will provide at least 72 hours' prior notice before implementing any Scheduled Downtime. Commencing on the Agreement Effective Date of the applicable Term, in the event the Platform experiences an Uptime Percentage of less than 99% in any calendar month, Amlobo will provide to the Client a credit ("Credit") equal to the credit percentage identified in Table 1 multiplied by the monthly fees paid to Amlobo for use of the Platform for the applicable month. This Section 3 sets forth Amlobo's sole obligation and liability and Client's sole remedy for any Service Level Failure.

**TABLE 1**

Uptime Percentage	Credit Percentage
Less than 99% but greater than or equal to 97.5%	10%
Less than 97.5%	25%

**4.0 Availability of Credits**

Credits will be issued toward future billing cycles only.

**5.0 Client Termination Right**

Client will have the right to terminate this Agreement for Cause in the event that the Uptime Percentages less than 99% for any two consecutive months or 97.5% in any month.

**EXHIBIT D**  
**TERMS OF USE**  
**RPM TOOLS AND SERVICES**

THESE TERMS OF USE APPLY TO CUSTOMER AND CUSTOMER'S HEALTHCARE PROVIDERS. THESE TERMS OF USE DO NOT APPLY TO PATIENTS.

Amlobo resells certain remote patient monitoring tools (the "Tools") from third party manufacturers ("Third Party Manufacturers") that provide certain data regarding Customer's patients to whom Customer has provided a Tool or Tools (the "Patient Data") (for example, but not limited to, BG, BP, Weight, etc.), and Amlobo also offers certain services related to such Patient Data (the "Services") (for example but not limited to, monitoring Patient Data and notifying Customer when Patient Data falls outside Customer set parameters, etc.).

The Tools are intended to be used by a patient in conjunction with a healthcare professional for periodic evaluation and remote monitoring of Patient Data.

The Tools are made available to Customer, the patient's healthcare provider, who may use them in accordance with Customer professional practice and judgment. The Tools, Amlobo's related Services or third-party related RPM services, and Customer's use thereof, are subject to these Terms of Use.

Once Customer has identified one or more of patients as individuals who may benefit from use of the Tool(s) and before Customer make the Tool(s) available to him/her, it is Customer's responsibility to ensure that the patients is advised on the use of the Tool(s). As between Customer and Amlobo, Customer will be responsible for obtaining all necessary consents from the patient regarding his/her use of the Tool(s), including with respect to the collection, de-identification, and use of patient data.

The Tools or Services, and Patient Data are not a replacement for a physical examination by a trained healthcare provider and should not be used independently to diagnose or treat diseases or conditions. The Tools or Services, and Patient Data should not be used to evaluate overall patient health. The quality or accuracy of the Tools or Services, and Patient Data may be affected, for example, by a patient's use of the Tools, mobile connectivity, internet connectivity, Third Party Manufacturer's software, or Amlobo's Platform or Services. Customer should examine the quality Patient Data before using it.

The Tools or Services, and Patient Data are not, and do not provide, medical advice, service, or care. Customer should not solely rely on the Tools or Services, and Patient Data for the diagnosis or treatment of any health problem or disease. Customer should exercise professional judgment and advise that the patient consult Customer or another qualified healthcare provider on a regular and appropriate basis.

PLEASE READ THESE TERMS OF USE (THE "TERMS OF USE") CAREFULLY. BY USING AMLOBO'S PLATFORM AND/OR SIGNING THE REMOTE PATIENT MONITORING SALES ORDER, ACKNOWLEDGING AND AGREEING TO THESE TERMS OF USE, CUSTOMER REPRESENTS THAT (1) CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF USE, (2) CUSTOMER IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH AMLOBO, AND (3) CUSTOMER HAS THE AUTHORITY TO ENTER INTO THESE TERMS OF USE. THE TERM "CUSTOMER" HEREIN REFERS CUSTOMER AND TO THE HEALTHCARE PROVIDER WHO IS PROVIDING THE TOOLS TO A PATIENT, PRESCRIBING OR ORDERING THE USE OF THE TOOLS BY A PATIENT, OR USING THE TOOLS IN ANY WAY. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS OF USE, CUSTOMER MAY NOT ACCESS OR USE THE TOOLS, SERVICES, OR PATIENT DATA.

THE TERMS OF USE INCLUDE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND A WAIVER OF JURY TRIALS.

PLEASE NOTE THAT The Terms of Use are subject to change by Amlobo in its sole discretion at any time. When changes are made, Amlobo will make a new copy of the Terms of Use available at our Amlobo website. Amlobo will also update the "Last Updated" date at the top of the Terms of Use. Any changes to the Terms of Use will be effective immediately for new users of the Services and will be effective thirty (30) days after posting of notice of such changes on the website for existing users of the Services. If Customer does not agree to any change(s) after receiving a notice of such change(s), Customer shall stop accessing or using Tools or Services, and Patient Data. Customer's continued use of any Tools or Services, and Patient Data constitutes Customer's acceptance of such change(s). PLEASE REGULARLY CHECK THE AMLOBO WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**1.0 USE.**

Customer may prescribe or order the use of the Tools to its patients in Customer's professional judgement in accordance with applicable Amlobo Terms of Use and in accordance with the indications for use for the Tools. The Tools are not appropriate for all patients. Customer may access and use the Tools or Services, and Patient Data in accordance with these Terms of Use. Customer will promptly contact the applicable patient and Amlobo if Customer is not receiving appropriate data with respect to a particular patient or Tool through the Tools or Services, and Patient Data.

**2.0 PATIENT DATA.**

The Tools may transmit Patient Data relating to Customer patients to Customer, and Amlobo may be provided (or provide) other data by Customer or Customer patients, solely as permitted by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The privacy and security of such data will be protected by Amlobo, and such data will be subject to the terms of our HIPAA Business Associate Agreement.

**3.0 TOOLS, SERVICES, AND PATIENT DATA.**

**3.1 General.**

Amlobo may make available Tools or Services, and Patient Data, such as portals, applications, Qure4 sub-sites, and other tools to Customer in connection with the Tools. The Tools or Services, and Patient Data are protected by copyright and other laws throughout the world. Unless otherwise specified by Amlobo in a separate license, Customer right to use any of the Services is subject to these Terms of Use.

**3.2 License.**

Subject to Customer compliance with the Terms of Use, Amlobo grants Customer a limited non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and software related thereto, in each case, solely for Customer professional use with patients using the Tools.

**3.3 Updates.**

Customer understands that the Tools or Services, and Patient Data are evolving and may not be available. As a result, Amlobo may require Customer to accept updates to the Services that Customer has used. Customer acknowledges and agrees that Amlobo may update the Services with or without notifying Customer. Customer may need to update third-party software from time to time in order to access or use the Tools or Services, and Patient Data.

**4.0 Certain Restrictions.**

The rights granted to Customer are subject to the following restrictions: (a) Customer shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion thereof; (b) Customer shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Tools or Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) Customer shall not use any means, including but not limited to script or programming, to scrape or mine the data or other content associated with the Tools or Services; (d) Customer shall not use the Tools or Services in order to build a similar or competitive tools, portal, application, or other product or service; (e) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (f) Customer shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Tools or Services. Any future release, update or other addition to the Tools or Services shall be subject to the Terms of Use. Amlobo and its licensors, suppliers and service providers reserve all rights not granted in these Terms of Use.

## **5.0 Ownership.**

### **5.1 Amlobo Intellectual Property.**

Except with respect to Customer patients' personally identifiable data and medical advice, Customer agrees that Amlobo and its Third Party Manufacturers own all rights, title and interest in and to the Tools and Services and all intellectual property rights related to the Tools and Services.

### **5.2 Trademarks.**

Amlobo related graphics, logos, service marks and trade names used on or in connection with the Tools or Services are owned by Amlobo and may not be used without permission. Other trademarks, service marks and trade names are the property of their respective owners.

### **5.3 Feedback.**

Customer agrees that submission of any ideas, suggestions, documents, and/or proposals to Amlobo through its suggestion, feedback, forum or similar pages ("Feedback") is at Customer's own risk and that Amlobo has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. Customer represents and warrants that Customer has all rights necessary to submit the Feedback. Customer hereby grants to Amlobo a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

### **5.4 Analytics and Improvements.**

Subject to applicable laws and regulations, Customer agrees that Amlobo may de-identify and/or aggregate, and analyze, any Patient Data, data, or information Customer provides Amlobo through the use of the Services relating to the efficacy, functions, or features of the Tools or Services, and agrees that Amlobo exclusively owns such de-identified and/or aggregated data and any improvements or new products or services arising therefrom.

## **6.0 Indemnification.**

Customer agrees to indemnify and hold Amlobo, its affiliates, officers, employees, agents, partners and licensors (collectively the "Amlobo Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Customer's use of, or inability to use, the Tools, Services, or Patient Data; (b) Customer's patients' use of, or inability to use, the Tools; (c) Customer's decision to prescribe or order the use of the Tools to Customer patient(s) or failure to secure the required acknowledgements and consents from such patient(s); (d) any medical advice or services which Customer provides (or fail to provide) to Customer patient(s) in any way related to the Tools or Services; (e) Customer violation of the Terms of Use; or (f) Customer violation of any applicable laws, rules or regulations. Amlobo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will fully cooperate with Amlobo in asserting any available defenses. Customer agrees that the provisions in this section will survive any termination.

## **7.0 DISCLAIMER OF WARRANTIES.**

### **7.1 AS IS.**

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER USE OF THE TOOLS, SERVICES, AND PATIENT DATA IS AT CUSTOMER'S SOLE RISK, AND THE TOOLS, SERVICES, AND PATIENT DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE AMLOBO PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **7.2 No Liability for Conduct of Third Parties.**

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE AMLOBO PARTIES ARE NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD THE AMLOBO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PATIENTS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF HARM OR INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH CUSTOMER.

(a) AMLOBO MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE TOOLS PATIENT DATA SERVICES OR PATIENT DATA WILL BE APPROPRIATE FOR CUSTOMER OR CUSTOMER'S PATIENTS OR MEET CUSTOMER REQUIREMENTS OR CUSTOMER PATIENTS' REQUIREMENTS; (2) CUSTOMER'S USE OF THE TOOLS, SERVICES OR PATIENT DATA WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE TOOLS, SERVICES, OR PATIENT DATA; OR (4) ANY ERRORS WILL BE CORRECTED. THE TOOLS ARE NOT A REPLACEMENT OF A PHYSICAL EXAMINATION BY CUSTOMER OR ANOTHER TRAINED HEALTHCARE PROVIDER AND SHOULD NOT BE USED INDEPENDENTLY TO DIAGNOSE OR TREAT DISEASES OR CONDITIONS.

(b) AMLOBO DOES NOT GUARANTEE THE EFFICACY OF THE TOOLS, SERVICES OR PATIENT DATA OR ANY INFORMATION PROVIDED THROUGH SUCH TOOLS, SERVICES, OR PATIENT DATA. NO RESULTS OF ANY KIND ARE GUARANTEED.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AMLOBO OR THROUGH THE TOOLS, SERVICES, OR PATIENT DATA WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **8.0 LIMITATION OF LIABILITY; RELEASE.**

### **8.1 Disclaimer of Certain Damages.**

CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL THE AMLOBO PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE TOOLS, SERVICES, OR PATIENT DATA WHETHER OR NOT THE AMLOBO PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TOOLS, SERVICES, OR PATIENT DATA WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

## **8.2 Cap on Liability.**

UNDER NO CIRCUMSTANCES WILL THE AMLOBO PARTIES BE LIABLE TO CUSTOMER FOR AN AMOUNT TO EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNTS CUSTOMER PAID AMLOBO FOR THE TOOLS, SERVICES, AND PATIENT DATA DURING THE PRIOR TWELVE (12) MONTHS, IF ANY.

## **8.3 Release.**

Customer hereby releases, waives, relinquishes and forever discharges Amlobo from every past, present and future claim, demand and right of action of every kind and nature, known or unknown, related to Customer reliance on the Tools, Services, or Patient Data to provide medical care to Customer patients.

## **9.0 TERM AND TERMINATION.**

### **9.1 Term.**

These Terms of Use shall commence on the Sales Order Effective Date and shall continue thereafter indefinitely, unless and until terminated as specifically provided in these Terms of Use or the Agreement.

### **9.2 Termination of Services by Amlobo.**

If Customer has materially breached any provision of the Terms of Use or the Agreement, or if Amlobo is required to do so by law (e.g., where the provision of Tools becomes unlawful), Amlobo has the right to, immediately and without notice, suspend or terminate the Terms of Use in connection with the Tools and/or applicable Services. Customer agrees that all terminations for cause shall be made in Amlobo's sole discretion and that Amlobo shall not be liable to Customer or any third-party for any termination.

### **9.3 Termination by Customer.**

If Customer wants to terminate the use of remote patient monitoring Tools and Services, Customer may do so upon 90 days prior written notice to Qureu4 and after informing Customer patients using the Tools to cease use of the Tools, and ceasing Customer use of the Tools, Services, and Patient Data.

### **9.4 Effect of Termination.**

Termination may result in deletion of Customer passwords and all of Customer and/or Customer patient data from our live databases, subject to applicable law and applicable retention policies. Upon termination, Customer rights will automatically terminate. All provisions of the Terms of Use which by their nature should survive, shall survive, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **10.0 INTERNATIONAL USERS.**

The Tools and Services are intended for use in the United States of America only. Data is controlled and stored by Amlobo and its service providers from facilities in the United States of America. Amlobo makes no representations that Tools or Services are appropriate or available for use in other locations. Those who access or use the Tools or Services from other jurisdictions do so at their own volition, are responsible for compliance with local law, and hereby grant Amlobo consent to transfer such data to the United States.

## **11.0 ARBITRATION.**

### **11.1 Applicability of Arbitration Agreement.**

Except as expressly provided herein, all claims and disputes (excluding claims for emergency injunctive relief as set forth below) in connection with the Terms of Use or the Tools or Services provided by Amlobo that cannot be resolved informally shall be resolved exclusively by binding arbitration under the terms of this arbitration provision ("Arbitration Agreement"). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to Customer and Amlobo, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, heirs, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries.

### **11.2 Arbitration Rules.**

Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Use.

### **11.3 Authority of Arbitrator.**

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of Customer and Amlobo, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded pursuant to the Terms of Use. The award of the arbitrator is final and binding upon Customer and Amlobo.

### **11.4 Waiver of Jury Trial.**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT (OTHER THAN A SMALL CLAIMS COURT) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement.

### **11.5 Small Claims Court.**

Notwithstanding the foregoing, either Customer or Amlobo may bring an individual action in small claims court.

### **11.6 Emergency Injunctive Relief.**

Notwithstanding the foregoing, either party may seek emergency injunctive relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

## **12.0 GENERAL PROVISIONS.**

### **12.1 Electronic Communications.**

To the maximum extent permitted by law, Customer (1) consents to receive communications from Amlobo in an electronic form; and (2) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Amlobo provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Customer's statutory rights.

### **12.2 Assignment.**

The Terms of Use, and Customer's rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by Customer without Amlobo's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**12.3 Compliance.**

If Customer believes that Amlobo has not adhered to the Terms of Use, please contact Amlobo by emailing Amlobo at legal@Amlobo.com. Amlobo will do our best to address Customer concerns. If Customer feels that Customer's complaint has been addressed incompletely, Amlobo invites Customer to let Amlobo know for further investigation.

**12.4 Limitations Period.**

CUSTOMER AND AMLOBO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF USE, THE TOOLS, SERVICES, OR PATIENT DATA MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**12.5 Governing Law.**

The Terms of Use and any action related thereto will be governed and interpreted by and under the laws of the State of Florida, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Sales Order or these Terms of Use.

**12.6 Notice.**

Where Amlobo requires that Customer provide an e-mail address, Customer is responsible for providing Amlobo with Customer's most current e-mail address. In the event that the last e-mail address Customer provided to Amlobo is not valid, or for any reason is not capable of delivering to Customer any notices required/ permitted by the Terms of Use, Amlobo's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Customer may give notice to Amlobo in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee as set forth on the signature page hereto and to the attention of the CEO and with return receipt requested, effective upon receipt.

**12.7 Waiver.**

Any waiver or failure to enforce any provision of the Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.8 Severability.**

If any provision of the Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms of Use will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**12.9 Export Control.**

Customer may not use, export, import, or transfer the Tools or Services except as authorized by U.S. law and any other applicable laws. In particular, but without limitation, the Tools and Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer acknowledges and agrees that products, services or technology provided by Amlobo is subject to the export control laws and regulations of the United States. Customer shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Amlobo products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**12.10 Entire Agreement.**

The Terms of Use and the Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Terms of Use

Revision History

November 5, 2021