

CAREMB TERMS OF SERVICE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE.

BY USING THE SERVICE OR CLICKING AGREE CUSTOMER IS AGREEING TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER IS AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF THEIR EMPLOYER, THEN CUSTOMER REPRESENTS AND WARRANTS THAT THEY HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON THEIR EMPLOYER'S BEHALF. PLEASE REVIEW SECTION 10 CLOSELY, AS IT CONTAINS A BINDING ARBITRATION PROCESS FOR RESOLVING DISPUTES INSTEAD OF USING THE COURT PROCESS.

This agreement is between CareMB, Inc., a Delaware corporation (CareMB), and the customer agreeing to these terms (Customer), and covers all services provided by CareMB to Customer.

1) CAREMB SOFTWARE SERVICES

This agreement provides Customer access and use of the CareMB's web based services, as specified on the electronic or written order between the parties (Order). Policies. Customer understands that use of the Service is also governed by CareMB's Privacy Policy, Business Associate Agreement, and Security Notice, as they may be modified over time.

2) USE OF SERVICES

a. CareMB Responsibilities

Support. CareMB must provide customer support for the Service as further detailed at: Support Policy.

b. Customer Responsibilities

Access by Employees and Contractors. Customer may allow its employees and contractors to access the Service in compliance with the terms of this agreement and the applicable Order, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its employees and contractors.

Restrictions and Responsibilities. Customer may not (i) sell, resell, rent or lease the Service, use the Service beyond its internal operations or reverse engineer the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights (including without limitation any privacy rights), (iii) interfere with or disrupt the integrity or performance of the Service, (iv) attempt to gain unauthorized access to the Service or its related systems or networks, (v) reverse engineer the Service or remove or modify any proprietary marking or restrictive legends in the Service, (vi) use the Service in violation of any law, including without limitation, HIPAA, Telephone Consumer Protection Act and any spam laws (for example, CAN SPAM), or (vii) access the Service to build a competitive product or service, or copy any feature, function or graphic of the Service for competitive purposes. Customer is solely responsible for Customer Information (defined below), must use commercially reasonable efforts to prevent unauthorized access to the Service, must notify CareMB promptly of any such unauthorized access, and may use the Service only in accordance with its user guide and applicable law.

Customer Information. All data, information, images and files entered or uploaded by Customer to the Service remains the sole property of Customer, as between CareMB and Customer (Customer Information), subject to the other terms of this agreement. Customer grants CareMB a non-exclusive, royalty-free license to modify, store, transmit and otherwise use the Customer

Information for purposes of CareMB performing under this agreement. Notwithstanding the foregoing, if Customer's access to the Services is suspended for non-payment of fees in accordance with Section 3(d), CareMB will have no obligation to provide Customer Information to Customer until Customer remedies such non-payment as provided in this agreement.

Accuracy of Information Provided by Customer. Customer represents and warrants to CareMB that all Customer Information, Content (defined below) and other material provided under Customer's account, by Customer or on its behalf, is true, correct and accurate. If Customer learns that any Customer Information or Content provided to CareMB as part of the Service is not true, correct or accurate, Customer must immediately notify CareMB by phone and in writing of this fact, and provide the true, correct and accurate information to CareMB. CareMB relies on Customer representations regarding the truth, accuracy and compliance with laws of Customer Information and Content. CAREMB IS NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, IRRESPECTIVE OF ANY ACT OR OMISSION ON THE PART OF CAREMB.

Aggregation Services and De-identified Data. CareMB may use protected health information to provide you with data aggregation services (as that term is defined by HIPAA) and to create de-identified data in accordance with 45 CFR 164.514(a)-(c) retaining any and all ownership claims related to the de-identified data it creates from protected health information. CareMB may use, during and after this agreement, all aggregate anonymized information and de-identified data for purposes of enhancing the Service, technical support and other business purposes, all in compliance with the HIPAA Privacy Standards, including without limitation the limited data set and de-identification of information regulations.

Electronic Prescriptions for Controlled Substances. If Customer uses the Services for Electronic Prescriptions for Controlled Substance (Electronic Prescriptions), the following applies:

Tokens. Each Electronic Prescription account is assigned to a specific provider (Prescribing Provider) authorized by Customer. Each Prescribing Provider will be provided with a complimentary Identity-Proof Hard Token (Hard Token) and confirmation letter. If the Hard Token is lost, damaged or becomes inoperable, there will be an additional fee for a new Hard Token or confirmation letter. If Prescribing Provider secures and elects to use a Soft Token (Soft Token), provided by a third-party, the Soft Token must be downloaded/stored on a separate device from the computer or device on which the Prescribing Provider gains access to the Electronic Prescriptions feature and transmits prescriptions. The Hard Tokens and Soft Tokens are referred to generally as a Token.

Customer Responsibilities. Customer and each Prescribing Provider agrees: (a) that each Prescribing Provider shall retain sole possession of the Hard Token and not to share the login passphrase with any other person; (b) that each Prescribing Provider may not allow any other person to use the Token or enter the login passphrase in order to sign controlled substance prescriptions; (c) that failure to secure the Token, login passphrase, or any biometric information may provide a basis for revocation or suspension of the Electronic Prescriptions account; (d) to notify CareMB within one business day of discovery if: (i) Customer or a Prescribing Provider is contacted by a pharmacy because one or more controlled substance prescriptions are displaying the incorrect United States Drug Enforcement Administration (DEA) number; (ii) if Customer or a Prescribing Provider discover that one or more controlled substance prescriptions issued using a Prescribing Provider DEA number were not consistent with the prescriptions actually signed, or were not signed at all; (iii) if a Prescribing Provider's Token has been lost, stolen, or the authentication protocol has been compromised in any way; (e) that the Prescribing Provider is responsible for any controlled substance prescriptions written using its two-factor authentication credential; (f) that Prescribing Providers have the same responsibilities when issuing electronic prescriptions for controlled substances as when issuing paper or oral prescriptions; (g) to prescribe controlled substances only

for legitimate medical purposes; (h) to review security logs on a daily basis for any security incidents; and (i) to report to the DEA any security incident and provide CareMB with a copy of such report. Customer agrees to keep all security incident reports on file for a period of 2 years.

Electronic Prescriptions (Excluding Prescriptions for Controlled Substances). If Customer uses the Service for Electronic Prescriptions (excluding prescriptions for controlled substances), the Customer and each Prescribing Provider agrees: (a) to only prescribe on their own behalf and not give away password or credentials to another person to prescribe for them; and (b) to take the same responsibility you would when transmuting paper or phone prescriptions.

Meaningful Use. Customer and providers intending to attest for Meaningful Use agree to follow the processes and procedures recommended in CareMB's Meaningful Use training such that CareMB's tracking and reports function appropriately.

3) PAYMENT TERMS

a. Payment

Charge Capture application is free of cost for the customers.

4) WARRANTY/SERVICE LEVEL AGREEMENT/DISCLAIMERS

a. Availability

CareMB will make commercially reasonable efforts to maintain uptime of 99%.

b. Mutual Compliance with Laws

Each party represents and warrants to the other party that it will comply with all applicable laws regarding its performance under this agreement.

c. NO MEDICAL ADVICE PROVIDED BY CAREMB

The Service do not provide medical advice, provide medical or diagnostic services, or prescribe medication. Use of the Service is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. Customer agrees that it is solely responsible for verifying the accuracy of patient information (including, without limitation, obtaining all applicable patients' medical and medication history and allergies), obtaining patient's consent to use the Service (including without limitation the Patient Portal), and for all of its decisions or actions with respect to the medical care, treatment, and well-being of its patients, including without limitation, all of Customer's acts or omissions. Any use or reliance by Customer upon the Service will not diminish that responsibility. Customer assumes all risks associated with Customer's clinical use of the Service for the treatment of patients. Neither CareMB nor its licensors assume any liability or responsibility for damage or injury (including death) to Customer, a patient, other person, or tangible property arising from any use of the Services.

d. CUSTOMER'S COMPLIANCE WITH MEDICAL RETENTION LAWS AND PATIENT RECORDS ACCESS

Customer is responsible for understanding and complying with all state and federal laws related to retention of medical records, patient access to information and patient authorization to release data. Customer agrees that it will obtain any necessary patient consent prior to using the Service (including without limitation the Patient Portal) and will apply settings to exclude information from availability in the Patient Portal as necessary to comply with state or federal law.

e. DISCLAIMERS

CAREMB DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHILE CAREMB TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CAREMB DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED. CAREMB DISCLAIMS ANY WARRANTY REGARDING ANY PERCENTAGE OF COLLECTION OF CLAIMS FOR CUSTOMER.

5) MUTUAL CONFIDENTIALITY

a. Definition of Confidential Information

Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), 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 (Confidential Information). CareMB's Confidential Information includes without limitation the non-public portions of the Service.

b. Protection of Confidential Information

The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and clients (as the case may be) who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement. The Recipient may disclose Confidential Information (i) to the extent required by law or legal process; (ii) to its legal or financial advisors, provided that such advisors are bound by a duty of confidentiality that includes use and disclosure restrictions; and (iii) as required under applicable securities regulations. In addition, each Party may disclose the terms and conditions of this Agreement on a confidential basis to current and prospective investors, acquirers and lenders and their respective legal and financial advisors in connection with due diligence activities.

c. Exclusions

Confidential Information excludes information that: is or becomes generally known to the public without breach of any obligation owed to Discloser; was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; is received from a third party without breach of any obligation owed to Discloser; or was independently developed by the Recipient without use or access to the Confidential Information.

6) PROPRIETARY RIGHTS

a. Reservation of Rights by CareMB

The software, workflow processes, user interface, designs, know-how and other technologies provided by CareMB as part of the Service are the proprietary property of CareMB and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with CareMB. CareMB reserves all rights unless expressly granted in this agreement.

7) LIMITS ON LIABILITY.

a. No Indirect Damage. CareMB is not liable for any indirect, special, or consequential damages (including without limitation, costs of delay, loss of data or information, lost profits or revenues or

loss of anticipated cost savings) arising under or related to this agreement, even if advised of the possibility of such loss or damage.

b. Limit. CareMB's total liability for all damages arising under or related to this agreement (in contract, tort or otherwise) does not exceed the actual amount paid by Customer within the 6-month period preceding the event which gave rise to the claim.

8) TERM, TERMINATION, AND RETURN OF DATA

a. Term

The applicable Services will continue for the duration specified in the Order, and will be automatically extended for additional consecutive terms unless either party provides notice of termination of no less than 10 days. This agreement continues until all Orders and Services are terminated.

b. Termination for Material Breach

Either party may terminate this agreement and the applicable Orders if the other party material breaches any term of the agreement or an Order and does not cure the breach within 30 days of written receipt of notice of breach. Additional terms are in the Term, Termination and Return of Data Policy FAQ page.

c. Return of Data

CareMB will have no obligation to provide Customer Information to Customer upon termination of this agreement. Notwithstanding the foregoing, CareMB may retain Customer Information for 60 days from such termination and CareMB may provide Customer access to such information upon Customer's request. For additional information, please see the Term, Termination and Return of Data Policy FAQ page.

d. Customer Actions upon Termination

Upon termination, Customer must pay any unpaid fees and destroy all CareMB property in Customer's possession. Customer, upon CareMB's request, will confirm in writing that it has complied with this requirement.

e. Suspension or Termination of Service for Violation of Law or the Agreement

CareMB may immediately suspend or terminate the Service and remove applicable Customer Information or Content if it in good faith believes that, as part of using the Service, Customer may have violated a law or any term of this agreement. CareMB may try to contact Customer in advance, but it is not required to do so.

9) INDEMNITY

a. General Indemnity

To the extent allowed by applicable law, Customer must indemnify, defend, and hold harmless CareMB against all third-party claims (including without limitation by governmental agencies), demands, damages, costs, penalties, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or related to: the use of the Service by Customer, Customer's breach of any term in this agreement, any unauthorized use, access or distribution of the Service by Customer, or

violation of any individual's privacy rights related to information submitted under Customer's account, or fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted under Customer's account or by Customer.

10) GOVERNING LAW AND ARBITRATION

a. Governing Law

This agreement is governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement.

b. General Arbitration Process

Any dispute or claim that may arise between the parties relating in any way to or arising out of this agreement, Customer's use of or access to the Services (Claim), must be resolved exclusively through final and binding arbitration (rather than in court) under the then current commercial rules of the American Arbitration Association in Los Angeles, California. Any judgment on the award rendered by the arbitrator is final and may be entered in any court of competent jurisdiction. Nothing in this agreement prevents either party from seeking injunctive or equitable relief in any court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

11) OTHER TERMS

a. No Solicit or Hire Clause

Customer acknowledges that CareMB invests considerable time and expense in the training of its employees and independent subcontractors in the services to be provided under this agreement. Customer agrees that for the full term of this agreement, and for 2 years after its termination Customer will not solicit or employ in any capacity, whether as a direct employee, independent contractor or as a representative of another company providing similar services to Customer as CareMB, any person employed by CareMB at any time during the term of this agreement whose duties involve providing the Services, whether for Customer or other CareMB customers.

b. Consent to Electronic Notice, Communications and Transactions

For purposes of messages and notices about the Service (including without limitation, collections and payments issues), CareMB may send email notices to the email address associated with Customer's account or provide in service notifications. For certain notices (e.g., notices regarding termination or material breaches), CareMB may send notices to the postal address provided by Customer. CareMB has no liability associated with Customer's failure to maintain accurate contact information within the Service or its failure to review any emails or in service notices. Customer will have the ability to enter into agreements, authorizations, consents and applications; make referrals; order lab tests; prescribe medications; or engage in others transactions electronically. CUSTOMER AGREES THAT ITS ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE ITS AGREEMENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. Customer represents and warrants that it has the authority to take such actions.

c. Entire Agreement and Changes

This agreement and the Order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless signed by both parties. Notwithstanding the foregoing, CareMB may modify this agreement by posting modified Terms of Service on the CareMB website and electronically notifying Customer of the changes thirty (30) days prior to the effective date of such changes. Customer agrees that by continuing to use the Service after posting of the modified Terms of Service, Customer agrees to be bound by the changes.

d. Feedback

If Customer provides feedback or suggestions about the Service, then CareMB (and those it allows to use its technology) may use such information without obligation to Customer.

e. Beta Features

If Customer is invited to access any beta features of the Service or a Customer accesses any beta features of the Service, Customer acknowledges that: (a) such features have not been made commercially available by CareMB; (b) such features may not operate properly, be in final form or fully functional; (c) such features may contain errors, design flaws or other problems; (d) it may not be possible to make such features fully functional; (e) use of such features may result in unexpected results, corruption or loss of data, or other unpredictable damage or loss; (f) such features may change and may not become generally available; and (g) CareMB is not obligated in any way to continue to provide or maintain such features for any purpose in providing the ongoing Service. These beta features are provided AS IS, with all faults. Customer assumes all risk arising from use of such features, including, without limitation, the risk of damage to Customer's computer system or the corruption or loss of data.

f. No Assignment

Neither party may assign or transfer this agreement or an Order to a third party, except that this agreement with all Orders may be assigned (without the consent) as part of a merger, or sale of all or substantially all of the business or assets, of a party.

g. Electronic Notice

For purposes of messages and notices about the Service (including without limitation, collections and payments issues), CareMB may send email notices to the email addresses associated with Customer's account or provide in service notifications. For certain notices (e.g., notices regarding termination or material breaches), CareMB may send notices to the postal address provided by Customer. CareMB has no liability associated with Customer's failure to maintain accurate contact information within the Service or its failure to review any emails or in service notices.

h. Independent Contractors and Enforceability

The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

i. No Additional Terms

CareMB rejects additional or conflicting terms of a form-purchasing document. If there is an inconsistency between this agreement and an Order, the Order prevails.

j. Survival of Terms

All terms survive termination of this agreement that by their nature survive for a party to assert its rights and receive the protections of this agreement. The Convention on Contracts for the International Sale of Goods does not apply.

k. Customer Name

CareMB may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of CareMB, which use must be in accordance with Customer's trademark guidelines and policies, if any, provided to CareMB.