

END-CUSTOMER TERMS OF SERVICE

These End-Customer Terms of Service are applicable to both Partner and End-Customer and are deemed accepted by Partner and End-Customer as evidenced by End-Customer's use of the Licensed Software. In the event End-Customer does not accept the terms herein, End-Customer's sole remedy against Vitalchat is to cease use of the Licensed Software. Capitalized terms used herein but not defined shall have the meaning set forth in the Partner Agreement.

1. Licensed Software.

- (a) Vitalchat grants End-Customer a nonexclusive, nontransferable license to use the Licensed Software for End-Customer's internal use within the United States, pursuant to the terms of the Agreement. End-Customer may use the Licensed Software only as permitted in the Software License Agreement to be executed by and between End-Customer and Vitalchat prior to End-Customer's use of the Licensed Software (the "Software License Agreement"), and for no other purpose.
- (b) In the event that End-Customer wishes to use a third-party as its agent to access the Licensed Software, Vitalchat must approve access by such third-party, and the third-party must sign appropriate documentation as may be reasonably required by Vitalchat. However, Vitalchat's approval is not required for third-party contractors that will only have incidental contact with or use of the Licensed Software, as determined in Vitalchat's sole discretion. End-Customer, however, remains responsible for protecting the confidentiality of the License Software it obtains from Vitalchat. Except as permitted by this Agreement, End-Customer shall have no right to allow any person or entity who is not a party to the Agreement or an affiliate of End-Customer to access the Licensed Software directly or indirectly in any way.
- (c) If End-Customer hosts the Licensed Software on their own premises, End-Customer may make copies of the Licensed Software only for backup, archival, disaster recovery, disaster recovery testing purposes, and End-Customer configuration upload to Vitalchat database(s). On each such copy of the Licensed Software, End-Customer shall reproduce all notices or legends appearing on the original copy, including any copyright notice. All copies of the Licensed Software made or received by End-Customer can be used only as permitted under this Agreement. At any time within ten days after Vitalchat's written request, End-

Customer shall inform Vitalchat of the number and location of all copies of the Licensed Software Customer has made or received.

- (d) End-Customer shall not (i) copy, reproduce, modify, or excerpt any of the Licensed Software for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer, or lease the Licensed Software to any person or entity that is not a party to this Agreement or an affiliate of End-Customer, or use the Licensed Software to provide services to third-parties; or (iii) attempt to reverse engineer or otherwise obtain copies of the source code for the Licensed Software or the identity of individual patients or members, data sources, persons, payers, or providers.
- (e) Vitalchat shall furnish to End-Customer without charge only those updates to or new versions of Licensed Software that Vitalchat furnishes without charge to all other licensees for the Licensed Software. If Vitalchat notifies End-Customer that an update supersedes the preceding version, End-Customer shall have a reasonable time in which to move to the updated version, and thereafter, Vitalchat will have no further obligation to provide maintenance services for the superseded Licensed Software versions. When Vitalchat hosts Licensed Software for End-Customer, Vitalchat will use the then-current version of the Licensed Software on behalf of End-Customer.
- (f) Vitalchat may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes, and other materials and ideas developed by itself or others to perform Services for Customer ("Vitalchat Tools"). End-Customer acknowledges and agrees that the Vitalchat tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, remain the sole property of Vitalchat.

2. Subscription Term and Renewal.

The initial term of the Subscription Services shall be as specified in the applicable Quote, commencing on the SaaS "Active Date," defined as the date on which Vitalchat Software implementation is complete and the system is made available for use. The initial invoice for recurring fees will be issued upon this date. Thereafter, the Subscription Services shall automatically renew for successive one (1) year periods unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. All

notices of non-renewal must be delivered in writing to the other Party's designated contact and shall be deemed effective upon receipt.

3. Equipment.

Vitalchat may provide Equipment to the Customer at Customer's expense. If Customer determines later it does not want or need the Equipment, Vitalchat has full discretion as to whether the Customer may return the Equipment. Vitalchat shall not receive any attempted returned Equipment without an executed Return Authorization from Vitalchat. Vitalchat has no obligation to return the down payment or any payment received related to the Equipment even if Vitalchat agrees to accept a return.

4. End-Customer's Responsibilities.

- (a) End-Customer will maintain all computer hardware, software, communications equipment and associated peripherals, and support necessary to use the Licensed Software as recommended by Vitalchat. Any failure to perform by Vitalchat shall not be considered a breach if such failure to perform results from End-Customer's failure to provide the recommended computer hardware, software, communications equipment and/or associated peripherals, and/or Support. If the Software License Agreement or any other applicable document requires End-Customer to deliver End-Customer data to Vitalchat, End-Customer shall provide Vitalchat with all usable data required, in the format required for the applicable Licensed Software or Support. End-Customer's failure to provide useable data shall relieve Vitalchat of all obligations that are contingent upon receipt of useable data, until such time as End-Customer has delivered useable data to Vitalchat.
- (b) During and after the subscription term, Vitalchat may use, reproduce, transfer, and combine data derived from End-Customer's use of the Licensed Software for preparing commercially available normative and benchmark data and databases, and for research and analysis purposes. For avoidance of doubt, such data usage will not contain End-Customer identifying information and will be solely for internal use to improve quality, service, error rates, etc.; in no event will Vitalchat collect, use, distribute, or disclose data in any manner that would reveal the identity of patients.
- (c) In the event that End-Customer uses or accesses any Vitalchat information or communication systems ("Vitalchat Systems"), which include the systems owned

and/or operated by Vitalchat or its affiliates, End-Customer agrees that it will use such access only as authorized in this Agreement, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to Vitalchat Systems which are disclosed to End-Customer as part of a log-in procedure. End-Customer agrees it will not (i) knowingly introduce any virus or disabling code into the Vitalchat Systems; (ii) allow third-parties to have access to the Vitalchat Systems; (iii) attempt to access any portions of the Vitalchat Systems that are not required for End-Customer's use of the Licensed Software; (iv) use the Vitalchat Systems in any manner that may damage or impair the Vitalchat Systems, Vitalchat, or its affiliates, or (v) attempt to circumvent or bypass Vitalchat's security procedures for the Vitalchat Systems.

3. Warranties & Limitations of Warranties.

- (a) Vitalchat represents and warrants to End-Customer that Vitalchat has the right to license the Licensed Software to End-Customer through Partner. All rights in patents, copyrights, trademarks, and trade secrets encompassed in the Licensed Software will remain in Vitalchat or its licensors, as applicable. End-Customer does not obtain any rights in the Licensed Software except the limited right to use the Licensed Software as provided in the Agreement.
- (b) Vitalchat warrants that the Licensed Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Licensed Software fails to perform in accordance with the applicable Documentation within ninety (90) days after the Initial Delivery of the first licensed release of the Licensed Software to the End-Customer, End-Customer shall notify Partner in writing prior to the expiration of such ninety-day period, and Vitalchat shall repair or replace the Licensed Software. Initial Delivery is defined as when equipment is physically delivered, the End User has been trained, and the system is configured for use as required by Vitalchat. If Vitalchat is unable to repair or replace the Licensed Software after receipt of such notification from Partner, upon Partner's request, Partner will refund the license fees End-Customer paid for such Licensed Software (if any), and the license to use such Licensed Software shall be deemed terminated. These warranties are void if End-Customer modifies the Licensed Software, End-Customer used the Licensed Software in any manner that is not allowed under this Agreement, or End-Customer allows unauthorized persons to use the Licensed Software.

- (c) Vitalchat warrants the Equipment for one (1) year upon receipt of the Equipment and Vitalchat shall provide replacement Equipment, if Vitalchat deems necessary, during the one (1) year warranty period.
- (d) Vitalchat represents and warrants to End-Customer that:
 - (i) For the duration of any maintenance or Support that Customer obtains from Vitalchat pursuant to the End-Customer Support Terms the Licensed Software that is being maintained or supported by Vitalchat shall perform substantially in accordance with its then-current Documentation.
- (e) Except as expressly provided in this Exhibit, VITALCHAT AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATION RELATING TO THE LICENSED SOFTWARE OR THE SERVICES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. HIPAA Compliance.

This Section applies only in the event that Vitalchat receives PHI from or on behalf of End-Customer. Vitalchat and End-Customer hereby agree to enter into a BAA in the event that ePHI will be received by Vitalchat.