

Software Subscription and Service Agreement

This Software Subscription and Service Agreement (“Agreement”) is made effective as of the execution date indicated on Appendix A or other ordering document incorporating or referencing this Agreement (each Appendix A and other ordering document(s), an “Order”), between Azalea Health Innovations, Inc., a Delaware corporation (“Azalea”), and the Practice specified on the applicable Order (“Client”, “you”, “your”), and is comprised of the terms and conditions below together with the Business Associate Agreement (“BAA”) posted at <http://www.Azaleahealth.com/wp-content/uploads/Azalea-Health-General-BAA.pdf>. If an interface is contracted in this agreement or contracted later by addendum, in signing this agreement you consent for Azalea to share your Protected Health Information (as defined in 45 C.F.R. Section 164.501) with the third-party interface vendor and also confirm you have a signed Business Associate Agreement with the third-party interface vendor.

BY USING THE SOFTWARE OR SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, YOU AGREE TO NOT USE THE SOFTWARE OR SERVICES AND NOTIFY AZALEA IMMEDIATELY OF INTENT TO TERMINATE THIS AGREEMENT.

As used in this Agreement, “Software” means computer program(s) in executable form only and attendant user documentation provided by Azalea to you pursuant to this Agreement; and (b) “Service(s)” means any service(s) provided by Azalea to you pursuant to this Agreement and its corresponding documentation made available to you by Azalea, including services made available on a “Software as a Service” basis (“Subscribed Software”). This Agreement governs your access and use of the Software and Services, including as follows based on the applicable Software and Services made available to you pursuant to an Order or otherwise:

EVALUATION: For Evaluation of the Software or Services, the General Terms and Conditions of Section A (except A.1) and Section B apply to you.

SUBSCRIBED SOFTWARE: With respect to Subscribed Software, the General Terms and Conditions of Section A and the terms of Section C apply to you.

REVENUE CYCLE MANAGEMENT SERVICE: For the Revenue Cycle Management Service, the General Terms and Conditions of Section A and the terms of Section C and D apply to you.

PRE-CERTIFICATION SERVICE: For the Pre-Certification Service, the General Terms and Conditions of Section A and the terms of Section C and E apply to you.

A. GENERAL TERMS AND CONDITIONS

A.1. OVERVIEW; TERM; RIGHTS RESERVED; CHANGES

(a) By using the Software or Services, you acknowledge that you have evaluated the applicable Software and Services and understand the features and limitations that they offer. Azalea remains the owner of all right, title and interest in the Software and Services, including without limitation images, photographs, animations, video, audio, music, text and “applets”. You

shall not take any action inconsistent with such title. The Software and Services are protected by United States and other applicable laws and by international treaty provisions. You agree to treat the Software and Services like any other copyrighted material.

(b) The term of this Agreement with respect to each applicable Order shall begin as of the execution date indicated, and continue for the term length specified, on the applicable Order. Unless terminated by either Azalea or Client as provided in this Agreement, this Agreement will automatically renew at the end the initial term and each renewal term thereafter for additional, consecutive one-year terms.

(c) Azalea reserves the right to: (1) upgrade and/or change the configuration of its systems and the Software and Services at any time, and (2) amend, modify or otherwise change this Agreement, the Software, the Services or the corresponding systems to the extent necessary or appropriate to (a) comply with applicable laws or (b) ensure the security of the system or stored information. Azalea shall use reasonable efforts to provide reasonable advance notice of changes pursuant to subclause (1) above that materially impact your use of the Software or Services, but reserves the right to make changes pursuant to subclause (2) effective immediately, provided that Azalea shall use reasonable efforts to provide notice of such change promptly thereafter. You may reject changes by discontinuing use of the Software or Services to which such changes relate. Your continued use of the Software or Services following notice thereof will constitute acceptance of an agreement to such changes.

A.2. CONFIDENTIALITY; RESTRICTIONS

(a) You acknowledge that the Software and Services incorporate confidential and proprietary information developed, acquired by or licensed to Azalea. You agree to take all reasonable precautions necessary to safeguard the confidentiality of the Software and Services, and will not disclose any information about the Software, Services or the corresponding evaluations or reports to any other person without Azalea's prior written permission. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software or Services. The placement of a copyright notice on the Software or Services will not constitute publication or otherwise impair their confidential nature.

(b) You acknowledge that any unauthorized use or disclosure of the Software or Services will cause irreparable harm to Azalea and its licensors. If an unauthorized use or disclosure occurs, you agree to notify Azalea immediately and take all steps that are necessary to recover the Software and Services, and to prevent their subsequent unauthorized use or dissemination at your own expense.

(c) You will have no confidentiality obligation with respect to any portion of the Software or Services that (i) you lawfully obtained from a third party under no obligation of confidentiality or (ii) became available to the public other than as a result of your act or omission.

(d) You may not disclose any information regarding the Software, Services, or pricing to any person who (i) does not have a legitimate business reason to have access thereto; and (ii) is not legally bound to maintain the confidential nature of such materials as required by the terms of this Agreement.

(e) Except as expressly permitted in writing by Azalea, you agree not to sublicense, license, rent, sell, loan, give away or otherwise distribute any part of the Software or Services to any third party. Software and Services are to be utilized by specific providers/individuals submitted to Azalea during implementation and are not to be transferred to other providers/individuals unless expressly permitted in writing by Azalea.

(f) Your obligations hereunder shall remain in effect for as long as you continue to possess or use the Software or Services or any related trade secrets. You acknowledge that if you breach any of the foregoing provisions, Azalea will not have an adequate remedy in money or damages, and Azalea shall therefore be entitled to obtain an injunction against such breach. Azalea's right to obtain injunctive or other equitable relief shall not limit its right to seek further remedies.

A.3. HIPAA REQUIREMENTS

Azalea will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security and Electronic Signature Standards"), all collectively referred to herein as the "HIPAA Requirements." Azalea agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Azalea will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the United States Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

A.4. PRIVACY

(a) Ownership and Use of Data. Azalea considers your data and the response data from your clients that you or your clients provide or make available through the Software and Services to be your personal property. We or a third party may access and use your data from time to time in connection with the provision of the Services, including: (1) as necessary or appropriate to provide the Services, (2) at your request, (3) for the purposes of providing you with technical support with regard to a particular incident, (4) to enable third parties to integrate with the Services and offer, enable or provide you with certain services, and (5) as further contemplated by subclause (b) below.

(b) Analysis. Azalea reserves the right to perform statistical analysis of all of our websites, Services and our systems. We do this to measure the effectiveness of our websites and Services, to optimize website and Services performance, and to ensure Services usage compliance. You acknowledge and agree that data derived by Azalea from its performance of the Services or input by or feedback from you may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules, which may be used by Azalea for any lawful purpose both during and following the term of this Agreement.

A.5. FEES

Payment of fees for the Software and Services (collectively, the “Fees”) are collected in U.S. dollars, and credit cards will be charged in U.S. dollars unless otherwise indicated in the applicable Order. The Software and Services will be deemed accepted by you upon acceptance of this Agreement and payment of the applicable Fees for the Software or Services.

Client acknowledges that these fees are subject to increases if additional providers are added, additional products/services are purchased, and at any time after your initial term. Increases in postage rates by the United States Postal Service will increase patient statement and other mail out fees proportionally.

Client acknowledges that the amount of training hours included in the applicable Order must be used within the first six (6) months of the date of execution of this Agreement. Any training hours required by Client either beyond the amount included in the applicable Order or beyond six months from the execution of this Agreement will be invoiced to the Client at a separate rate plus any travel expenses incurred by Azalea for such training.

Client may be billed for any additional expenses incurred by Azalea on behalf of the Client not already specified in this Agreement. Examples of this include, but are not limited to: postage for certified mailings to the Client or to third parties on behalf of the Client and hardware or non-Azalea software purchased by Azalea at the direction of Client.

Fees are due and payable to Azalea within 15 days of the invoice date. If set forth in an Order, any down payment, set-up, and/or one time fees is due and payable upon execution of this Agreement. All Fees paid are non-refundable.

You are responsible for providing accurate and current billing, contact and payment information to us. You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the Services, and automatically update your payment card information using Software designed to do so in the event your payment on file is no longer valid. You agree that your credit card or bank draft information provided to Azalea and related personal data may be provided to third parties for payment processing and fraud prevention purposes.

All past due payments will accrue interest due at a rate of one and one-half percent (1.5%) per month on the unpaid balance from the due date until paid in full. The minimum monthly late fee shall be \$50.00. Any payment received and returned due to insufficient funds or declined payment will incur a \$25.00 processing fee.

Azalea may, at its option and where permissible by law, elect to terminate this Agreement effective immediately and restrict your access to the software for failure to pay any fees associated with this Agreement that are past due.

Should Azalea be forced to assign any unpaid debts owed to Azalea by you to a collection agency due to non-payment, you acknowledge that the lesser of 30% of the total balance that is

assigned to the collection agency or the maximum allowable by state law will be added to your balance due to Azalea and agree to pay such fees to designated collection agency.

A.6. NON-SOLICITATION OF PERSONNEL

You will not solicit, hire or contract with any Azalea personnel introduced hereunder, either directly or indirectly, during the course of and for two years following the termination of this Agreement. Offering monetary or non-monetary payment to Azalea's personnel directly, without prior written consent, shall also be considered as solicitation in the above clause. If you violate this clause, you will not be in "Good Standing" (see Section below) and shall be required to pay damages, at a minimum, of \$250,000 and any legal and attorney fees needed to recover that amount. You further agree that Azalea shall be entitled to injunctive relief as well as damages for any violation by you of this clause (which shall survive the termination of this Agreement).

A.7. GOOD STANDING

Azalea provides software and services for professionals wishing to use our products and who understand the risks, benefits, and limitations of our products as described herein and on our websites.

Users who act in a manner that is deemed by Azalea to be detrimental to the ability of Azalea to provide the Software and Services to all clients equally, or those whose actions are detrimental to the continuing well-being of Azalea, will be considered to NOT be in "Good Standing," and may have their authorization to use the Software and Services revoked.

Examples of such unacceptable behavior include users who do not pay the required Fees, users who behave in a manner that our staff finds to be inappropriate or threatening, users who post comments about the Software or Services that are false, and users who use the Software or Services in a manner other than that for which they are intended.

Users acting in a way deemed to be inappropriate will be notified that their behavior or action is considered disruptive and encouraged to correct such behavior. If such disruptive behavior persists, Azalea may terminate this Agreement.

A.8. COOPERATION

Client acknowledges (i) that certain services or obligations of Azalea hereunder may be dependent on Client providing certain data, information, or assistance to Azalea from time to time (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of services by Azalea. The parties agree that any delay or failure by Azalea to provide services hereunder which is caused by Client's failure to provide timely Cooperation reasonably requested by Azalea shall not be deemed to be a breach of Azalea's performance obligations under this agreement.

A.9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE AND SERVICES, WHETHER EXPRESS OR IMPLIED,

ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY AZALEA OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. AZALEA DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING SUPPORT OR OTHER SERVICES RELATED TO THE SOFTWARE OR SERVICES. NO WARRANTY IS MADE REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE OR SERVICES, INCLUDING SUPPORT OR OTHER SERVICES RELATED TO THE SOFTWARE OR SERVICES, THAT THE SOFTWARE AND SERVICES WILL BE ERROR FREE, THAT ALL ERRORS IN THE SOFTWARE AND SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE'S OR SERVICES' FUNCTIONALITY WILL MEET YOUR REQUIREMENTS. AZALEA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. IN NO EVENT SHALL AZALEA, OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR PARENT ORGANIZATIONS, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RELATING TO THE USE OF THE SOFTWARE OR SERVICES OR YOUR RELATIONSHIP WITH AZALEA, INCLUDING BUT NOT LIMITED TO ANY LOSS OR INACCURACY OF DATA, LOSS OF PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL AZALEA'S LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO AZALEA BY YOU WITHIN THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM MADE BY YOU.

IN ADDITION, IN NO EVENT DOES AZALEA AUTHORIZE YOU TO USE THE SOFTWARE OR SERVICES IN APPLICATIONS OR SYSTEMS WHERE THE SOFTWARE'S OR SERVICES' FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN A SIGNIFICANT PHYSICAL INJURY, OR IN LOSS OF LIFE. ANY SUCH USE BY YOU IS ENTIRELY AT YOUR OWN RISK, AND YOU AGREE TO

HOLD AZALEA HARMLESS FROM ANY CLAIMS OR LOSSES RELATING TO SUCH UNAUTHORIZED USE.

A.10. COMPLIANCE WITH LAWS; INDEMNIFICATION

You agree not to use the Software or Services in violation of any law, statute, ordinance or other regulation (including export control and unfair competition laws) or any obligation to which you are bound. You agree to comply with all applicable laws and regulations regarding your use of the Software and Services. You agree to indemnify Azalea from and against any liability that may incur arising from your use of the Software or Services.

A.11. PROFESSIONAL RESPONSIBILITY

CLIENT ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. CLIENT TAKES FULL RESPONSIBILITY FOR THE USE OF INFORMATION PROVIDED BY THE SOFTWARE OR SERVICES IN PATIENT CARE AND ACKNOWLEDGES THAT THE USE OF THE SOFTWARE IN NO WAY IS INTENDED TO REPLACE OR SUBSTITUTE FOR PROFESSIONAL JUDGMENT. AZALEA DOES NOT ASSUME ANY RESPONSIBILITY FOR ACTIONS OF CLIENT WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE OR ANY OTHER BASIS. CLIENT SHALL ENSURE THAT ALL HEALTHCARE PROFESSIONALS USING THE SOFTWARE OR SERVICES ARE AWARE OF THE LIMITATIONS OF THE USE OF THE SOFTWARE AND SERVICES. CLIENT FURTHER AGREES IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, AND SUPPLIERS IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER AZALEA NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR AND CLIENT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AZALEA AND ITS VENDORS FOR SAME. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE CLIENT UNDERSTANDS THAT AZALEA CANNOT COMPEL ADOPTION OR COMPLIANCE BY CLIENT WITH ANY LAW OR REQUIREMENT, AND IT IS THE CLIENT'S RESPONSIBILITY TO APPROPRIATELY PURCHASE AND CORRECTLY USE THE SOFTWARE AND SERVICES TO ACHIEVE MEANINGFUL USE. "Meaningful Use" has the meaning as identified in the objectives set forth by the Centers for Medicare and Medicaid Services ("CMS") and the Office of the National Coordinator for Health Information Technology ("ONC"). Meaningful Use may be updated and or have modifications over time and shall mean the then currently effective ONCs software certification and or meaningful use requirements as codified

in the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any related regulations.

A.12. USE OF THIRD PARTY SOFTWARE

THIRD PARTY SOFTWARE INCLUDED IN THE SOFTWARE AND SERVICE IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL AZALEA OR THE AUTHORS OR COPYRIGHT HOLDERS OF INCLUDED THIRD PARTY SOFTWARE BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THIRD PARTY SOFTWARE OR THE USE OR OTHER DEALINGS IN THIRD PARTY SOFTWARE.

A.13. CONTENT; ACCEPTABLE USE

With respect to the access by Client to Azalea’s Software and Services, Client agrees as follows:

(a) All information, code, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials (“Content”), whether publicly posted or privately transmitted hereunder, are the sole responsibility of the person from whom such Content originated. Client agrees that in connection therewith, Client or its Clients may be exposed to Content that may be deemed illegal, is offensive, indecent or objectionable. Client agrees that Azalea will not be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services, and Client agrees to indemnify, defend and hold Azalea harmless from and against any loss, expense or claim asserted by any party related thereto.

(b) Client shall not use the Software, Services or access to Azalea’s systems or applications to:

1. Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. Harm minors in any way;
3. Alter headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted hereunder;
4. Upload, post, email, transmit or otherwise make available any Content that Client or its Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5. Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
6. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," or "spam";
7. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
9. Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
10. "Stalk" or otherwise harass another; and/or;
11. Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) through (j) above.

(c) Client agrees that Azalea may access, preserve, disclose, or suspend access to systems, accounts and account information, and Content if required to do so by law or in a good faith belief that the same is reasonably necessary to: (a) comply with legal process; (b) enforce the provisions of this Master Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of Azalea and/or the public. Client agrees to notify its users or its third party designees they may preserve, disclose or suspend access to systems, accounts and account information and Content if required to do so by law or in a good faith belief that the same is reasonably necessary to: (a) comply with legal process; (b) enforce the provisions of applicable contractual terms to which Client is a party; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of Client, its third party designees, and/or other public. For purposes of this Section, the parties agree that Azalea shall be a "third party designee" of Client.

(d) Client (a) represents that it is not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will it transfer software, technology, and other technical data via the Services or Azalea systems or applications to parties identified on such lists; (b) agrees not to use the Services or Azalea systems or applications for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agrees not to transfer, upload,

or post via the Software, Services or Azalea systems or applications any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

(e) Client agrees that (a) it will not engage in any activities related to the Software, Services or Azalea systems or applications which are contrary to applicable law or regulations; (b) it will use the Software, Services and Azalea systems or applications only for lawful purposes; and (c) in circumstances where use of the Software, Services, or Azalea systems or applications, require identification for access, Client will (and will cause its users to agree in writing to) establish commercially reasonable security procedures and controls to limit access to passwords or other identifying information to authorized individuals. Client further agrees, and shall cause its users to agree in writing, to keep confidential any user ID information and passwords issued or designated in connection with the Software, Services or Azalea systems or applications, and to use such user information and passwords only for lawful purposes.

A.14. FEEDBACK

Azalea may freely use feedback you provide. You agree that Azalea may use your feedback, suggestions, or ideas in any way, including in future modifications of the Software or Services, other products or services, advertising or marketing materials. You grant Azalea a perpetual, worldwide, fully transferable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Azalea in any way.

A.15. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Georgia and applicable laws of the United States. The exclusive jurisdiction for all disputes arising between the parties in connection with this Agreement shall be the state and federal courts located in Atlanta, Georgia, and each party hereby submits itself to the exclusive jurisdiction of such courts subject to the foregoing restrictions. In the event of litigation between you and Azalea concerning the Software, Services or this Agreement, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party. Unless expressly prohibited by applicable law, Client hereby waives the right to trial by jury of any matters or claims arising out of this Agreement, any other Agreement or documented executed in connection herewith or out of the conduct or the relationship between the Client and Azalea. This provision is a material inducement for Azalea to enter into this Agreement. Additionally, the undersigned hereby certify that no one representing Azalea has represented, expressly or otherwise, that Azalea would not seek to enforce this waiver of jury trial in the event of litigation. No representation or agent of Azalea, nor Azalea's counsel, has the authority to waive, condition or modify this provision.

A.16. MISCELLANEOUS

- (a) This Agreement is the exclusive agreement between you and Azalea concerning the Software and Services and supersedes any prior communication, advertising or representation concerning the Software or Services.
- (b) This Agreement may be modified only in writing signed by you and Azalea.

- (c) You and Azalea are independent parties. Nothing in this Agreement shall be construed as making you an employee, agent or legal representative of Azalea.
- (d) Upon termination of this Agreement, you agree to promptly discontinue any further use of the Software and Services.
- (e) The parties' rights and obligations under Sections A.2, A.3, A.4, A.5, A.6, A.9, A.10, A.11, A.12, A.13, A.14, A.15, A.16, B.3, C.3, D.2, D.4, E.2 and E.3, and any other terms which by their nature extend beyond the effective date of such termination, will survive the termination of this Agreement.
- (f) If you violate any terms of this Agreement, Azalea may immediately terminate this Agreement and cease the provision of the Software and Services by Azalea or third-party providers.
- (g) This Agreement is non-transferable, non-exclusive, and for the sole purpose of internal use by you.
- (h) In the event that a provision of this Agreement is determined to violate any law or is unenforceable, the remainder of this Agreement shall remain in full force and effect.
- (i) No failure or delay on the part of Azalea in exercising any right hereunder will operate as a waiver of, or impair, any such right.
- (j) Azalea may be required by law to send you communications about the Software, Services or third party products. You agree that Azalea may send these communications to you via email or by posting them on our website. We may also send business communications such as confirmations or notices, which will be delivered to you via email or posted on our websites.
- (k) You will track your passwords and accept updates. You are responsible for securely managing your password(s) for access to the Software and Services. If you become aware of any unauthorized access to your Software account, theft or loss of your password, you agree to contact Azalea as soon as possible. The Software and Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance their features and performance.

B. EVALUATION TERMS AND CONDITIONS

B.1. EVALUATION PERIOD

Subject to the terms below, to the extent contemplated by the applicable Order, you are hereby authorized by Azalea to test the applicable Software and Services for evaluation purposes only without charge for a period to be determined by Azalea (the "Evaluation Period").

B.2. EVALUATION OF SOFTWARE

You may use the Software and Services solely to evaluate and test the Software and Services pursuant to the terms of this Agreement during the Evaluation Period. During the Evaluation Period, portions of the full use version of the Software or Services may be withheld or unusable. Full use of the Software and Services may be restricted by technological protections.

This is not free software or services. If you wish to use the Software and Services beyond the Evaluation Period, you agree to pay the currently stated Fees.

B.3. UNAUTHORIZED USE OF SOFTWARE OR SERVICES

Unauthorized use of the Software or Services after the Evaluation Period is a violation of this Agreement and U.S. and international copyright laws.

B.4. TERMINATION

This Agreement may be terminated by Azalea at any time and will automatically terminate upon the earlier of the completion of your evaluation of the Software and Services or the Evaluation Period.

C. SUBSCRIBED SOFTWARE TERMS AND CONDITIONS

C.1. SERVICE

To the extent contemplated by an applicable Order, Azalea shall provide login access to the Azalea Health Innovations ASP application to your licensed providers in accordance with the applicable Order. Azalea reserves the right to upgrade and/or change the configuration of its systems at any time. Azalea may, from time to time, perform maintenance upon the Services resulting in interrupted service, delays or errors in the Services. Azalea will provide prior notice of scheduled maintenance. Azalea will provide bandwidth for web communication to you, but you are responsible for separately obtaining an ISP account for communicating to Azalea's server. Azalea shall not be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

C.2. SUPPORT

During the term of this Agreement, Azalea shall provide telephone and email support to report problems and seek assistance in use of the Services. Hours and contact information can be found at <http://www.azaleahealth.com/about/contact-us/>. All support inquiries must come directly from the Client. Azalea will not respond to support inquiries and training requests made by third party agents or vendors of the Client, and no training will occur at a place of business other than that of Azalea or Client, unless agreed to in writing by both parties. Azalea shall use reasonable efforts to correct reported errors in the Services (i.e., failure to materially conform to Azalea's description of the Service) which Azalea is able to reproduce and which do not result from your misuse or improper use of the Software.

C.3. TERMINATION

Either party may elect to terminate this Agreement upon written notice to the other party, with or without cause, by giving (60) days' written notice of termination to the other party. Upon the effective date of termination of service, you agree to immediately remit to Azalea all Fees owed to date. If you initiate the termination before the term of the Agreement is complete, you must pay the applicable total monthly fixed fees amount specified in the applicable Order multiplied by the number of months remaining in the term of the Agreement, due within 30 days of the effective date of service termination. In the event you terminate the Agreement with written notice and make timely payment in full of all Fees due, Azalea agrees to export and deliver your data at a cost dependent on size and complexity of data being exported. Payment of export fees will be due prior to release of data. Upon termination of the Agreement for any reason, you agree that you will immediately cease using the Software and Services. You agree that by terminating the Agreement, you are authorizing Azalea to immediately delete any and all backup files and any other data that you may have provided Azalea as of the termination date, or completion of data export.

Either Party may terminate this Agreement effective upon Notice to the other if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 30 days following Notice describing the specific default (10 days in the event of failure to pay amounts owed); (ii) the other Party violates Applicable Law (iii) voluntary or involuntary proceedings are commenced for the bankruptcy, receivership, insolvency, winding up, or dissolution of the other Party, (iv) any right of the other Party under this Agreement becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency and (v) or breach of contract. If Azalea is unable to cure, the client will be released from agreement with no penalties.

C.4. READ-ONLY ACCESS

Read-Only access limits Azalea application functionality to allow for viewing of stored data only at a reduced flat rate per month per account. This rate will vary based on the number of providers and size of each database. Read Only mode will not carry any additional volume-based or optional services. In Read Only mode, Clients can browse patient information using standard functions, but cannot modify any existing or add any new data. The term for Read Only mode will initiate at issue of first monthly invoice and will be month to month. It may be terminated at any time, with or without cause, with advanced written notice.

D. BILLING SERVICE TERMS AND CONDITIONS

D.1. SERVICE

To the extent contemplated by an applicable Order, Azalea shall provide you services designed to effectuate the filing of medical insurance claims with governmental authorities and private commercial carriers through electronic and manual means (Insurance Claims Processing) and also offers direct billing services to the patient (Patient Billing Services).

D.2. PAYMENT FOR SERVICES

Azalea will provide a monthly invoice to Client with all charges due for the designated billing cycle for services provided. Remittance of these charges are due in full within 15 days. Subsequent monthly invoices will be issued on the 10th of each month. Volume-based fees included on monthly invoice are for the previous month's actual usage. Client agrees to pay Azalea at the percentage rate of monthly collections as reflected on the applicable Order. Client may be billed for any additional expenses incurred by Azalea on behalf of the Client not already specified in this agreement. Examples of this include, but are not limited to, postage for certified mailings to the Client or to third parties on behalf of the Client and hardware or non-Azalea software purchased by Azalea at the direction of Client. Azalea may charge Client an additional consulting fee for services related to managed care contracting/credentialing.

D.3. COMPLIANCE, POLICIES, & PROCEDURES

The current version of the RCM Policies & Procedures Manual is made available to all RCM Clients. This document details Azalea's commitment to compliance with laws and regulations in addition to providing our standard operating terms, scope of services, and patient data confidentiality & security.

D.4. TERMINATION

(a) Either party may elect to terminate billing services upon written notice to the other party, with or without cause, by giving (90) days' written notice of termination to the other party. Upon the effective date of termination of billing services, the agreement will revert to a subscription agreement at the then current subscription fees under the provisions of Section C for the remainder of the contract term. Client must also immediately remit to Azalea all charges and fees owed to date for billing services in addition to a "final fee" equal in dollar amount to 5% of all open accounts receivable amounts processed by Azalea for the Client as of the effective date of termination, but not yet collected by the Client, that are less than 91 days old.

(b) Either Party may terminate this Agreement effective upon notice to the other if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 30 days following notice describing the specific default (10 days in the event of failure to pay amounts owed); (ii) the other Party violates Applicable Law; (iii) voluntary or involuntary proceedings are commenced for the bankruptcy, receivership, insolvency, winding up, or dissolution of the other Party; or (iv) any right of the other Party under this Agreement becomes subject to any levy, seizure, assignment, application, or sale for

or by any creditor or governmental agency. Failure to cure within 30 days terminates the agreement and releases financial obligations for future invoices, excluding data export fees.

E. PRE-CERTIFICATION SERVICES

E.1. SERVICE

To the extent contemplated by an applicable Order, Azalea will provide Pre-certification("Pre-Cert") services to client and its affiliated physicians to effectuate the pre-authorization of medical insurance claims with governmental authorities and private commercial carriers through our Pre-Certification Web-portal provided by Azalea to any of the client's end users; and Whereas, Client desires to engage Pre-Cert Service to provide preauthorization processing and/or pre-certification services.

E.2. PAYMENT FOR SERVICES

Client shall pay all invoices for monthly fees in full within 15 days of the invoice date. All other fees shall be due upon receipt. Client understands that Azalea may suspend service until such payment is received. Client shall pay to Azalea a flat hourly rate billed in 15 minute increments for enhancements or customization to the Azalea Pre-Certification system. Azalea will provide a formal quote and scope of service that Client will approve in writing before Azalea assigns customization and enhancements.

E.3. TERMINATION

Either party may elect to terminate this agreement upon written notice to the other party, with or without cause, by giving (90) days' written notice of termination to the other party. Upon the effective date of termination of service, you agree to immediately remit to Azalea all charges and fees owed to date. If you initiate the termination before the term of the Agreement is complete, you must pay the applicable monthly minimum amount specified in the applicable Order multiplied by the number of months remaining in the term of the Agreement, due within 30 days of the effective date of service termination.