

## END USER LICENSE AGREEMENT (“EULA”)

### TERMS OF SERVICE

This EULA and the accompanying Terms of Service apply to the Software provided by assessURhealth, LLC. (including its affiliates and subsidiaries) (“Company”) to the Client named on the applicable Program Agreement and/or Sales Order (“Client”) (each of the Client and Company is each a “**Party**,” and collectively, the “**Parties**”). These Terms of Service, any and all applicable Agreements and Sales Orders that reference these Terms of Service, any Addendums to such Agreements and Sales Orders, any applicable Business Associate Agreement, and any applicable Exhibits will be collectively referred to herein as “Agreement”.

**Now, therefore,** Client and Company hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings set forth in this Section. Other capitalized terms used in this Agreement may be defined in the context in which they are first used.
  - a. “**Authorized Sales Agent**” means a Company authorized Distributor, Value Added Reseller or other entity to which the Company has granted the rights to represent and resell the Software.
  - b. “**Business Associate Agreement**” means the Business Associate Agreement entered into by Client and Company.
  - c. “**Confidential Information**” means any information disclosed by either party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents and information), which is designated as “confidential,” “proprietary” or some similar designation or which a party should reasonably know is confidential.
  - d. “**CPI**” means Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average for All Items, as published by the Bureau of Labor Statistics for the United States Department of Labor.
  - e. “**Company Personnel**” means, for purposes of this Agreement only, employees of Company and subcontractors, Value Added Resellers and other agents.
  - f. “**Distributor**” means an authorized reseller of the Company’s Software.
  - g. “**Documentation**” means any and all printed or tangible materials, such as training manuals, Company documentation, user instructions, feature/function capability descriptions, release notes, and other similar materials relating to the Software, as delivered to Client by Company in connection with the Software.
  - h. “**Maintenance Fee**” means the fees payable by Client for the provision of Section 14 Maintenance, if any.
  - i. “**Permitted Users**” means any and all employees of Client.
  - j. “**Services**” means any services provided by Company or Distributor to Client.

- k. **“Software”** means assessURhealth™ proprietary Psychometric Screening Exam software, (Company’s proprietary software applications), either in total or as individual functional segments including all related Services and Third Party Software, regardless of delivery mechanism, including: (i) the object code for such software; (ii) the related machine readable materials provided by the Company to Client in connection with such software, including, without limitation, on-line help; (iii) all Upgrades which are provided by Company to Client pursuant to this Agreement; (iv) if provided by Company or Distributor, all electronic interfaces between the Software and Client’s Electronic Health Record system or Practice Management system; and (v) any and all Documentation. The Software does not, for purposes of this Agreement, include source code.
- l. **“Third Party Software”** is defined in Section 2(c).
- m. **“Upgrade”** means (i) any new version, release, update, upgrade, patch or error correction to the Software, or (ii) any new or other application which may be used as a successor or replacement (in whole or in part) to the existing Software. “Upgrade” shall not include any new additional functionality (i.e., functionality that is not substantially similar functionality as compared to the functionality included in the Software) that Company sells as a separate, unbundled module.
- n. **“Value Added Reseller”** or **“VAR”** means an authorized reseller of the Company’s Software.

## 2. License.

- a. **License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive license to use the Software for internal purposes only in Client’s own medical practice and only for the duration of the contracted use period.
- b. **Restrictions.** Client agrees that it will not reverse assemble, reverse compile, reverse engineer, or otherwise attempt to derive the source code of the Software, in whole or in part, and that it will not modify or alter the Software. Client will not permit the Software or any part thereof to be used by any person or entity other than Client. The license granted herein is not assignable, sub-licensable or transferable by Client except (i) as provided in this Section 2, and (ii) to a successor in interest of the business of Client and then only with the prior written approval of Company, which approval shall not be unreasonably withheld. Client and each provider team may only use the Software to process its own patient visit data and may not use the Software to perform data processing functions for any other person, entity, or business by acting as a service bureau, processing center, or otherwise. Notwithstanding the foregoing, Client may use the Software to perform data processing functions for a third person, entity or business (“Third Party User”) provided that Client a) obtains written consent from Company, which will not be unreasonably withheld, for such use, b) enters into a license agreement with the Third Party User containing the same or substantially similar provisions as this Agreement, and c) Client remains jointly and severally liable to Company for the actions and omissions of such Third

Party User. Client may not use the Software in connection with any business owned by any other party or provide access to the Software to any other party.

- c. The Software may include or be accompanied by certain third-party software required to use the Company-proprietary Software or otherwise provided by Company (“**Third Party Software**”). Upon Client’s request, Company will cooperate with Client in identifying such third party software and restrictions applicable to Client’s use thereof. Client agrees to comply with all terms applicable to it under Third Party Software licenses. Without limiting the generality of the foregoing, Client acknowledges and agrees that access to Third Party Software may be terminated at any time, by the owner and or developer or by Company at the direction of the owner or developer, with or without notice and Company shall not be responsible or liable for any termination thereof. Company is not responsible or liable for any Third Party Software and/or hardware or any act or omission related thereto.
- d. **Ownership of Software.** Company or its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and any Third Party Software provided hereunder, including any additions or modifications thereto and in any and all other design documents, specifications, programming, related written or machine readable materials, and other development work related to the Software, whether or not incorporated into the Software, and in and to all intellectual property rights associated therewith (including, without limitation, any and all copyrights, patents, trademarks, trade secrets, or know-how). The provisions of this Section 2(d) shall apply without regard to any ideas or contributions which Client or its employees or agents may make to the conception, development, or testing of the Software. Client agrees to take appropriate action with its employees and agents so that any such ideas or contributions made by them shall be the property of Company. Client shall from time to time take any further action and execute and deliver any further instruments, including documents of assignment or acknowledgment that Company may reasonably request for the purpose of establishing and perfecting its ownership as contemplated in this Section 2(d).
- e. **Proprietary Rights and Confidentiality.** The Software, including new releases or product versions provided pursuant to Maintenance (Section 14) are owned by Company and are protected by copyright, trademark, patent and/or trade secret laws. Client will take all steps necessary to protect Company’s proprietary rights, including, but not limited to, the proper display of proprietary notices on any copies thereof. Client will, at its own cost and expense, protect and defend Company’s and its suppliers’ ownership of the Software, new releases and product versions thereof against all claims, liens and legal processes of Client’s creditors and keep the new releases and product versions free and clear of all such claims, liens and processes. Client will not: use for the benefit of nor disclose the Software to third parties, use the trademarks or service marks belonging to Company or its licensors, issue any press release or make any public statement relating to the subject matter of this agreement, or demonstrate the Software or any third party software provided hereunder to a third party

unless it has received the prior written consent of Company for each specific instance of any of the foregoing. Both parties agree to refrain from any disparagement, defamation, libel, or slander of the other Party, its employees, officers, directors or shareholders, and each agrees to refrain from any unlawful interference with the contracts of the other Party.

3. **Fees and Payments.**

- a. **Fees.** Company or the Authorized Sales Agent shall invoice Client for all fees due, including third party fees, hardware, support and professional services fees, and Client shall pay all invoice amounts upon receipt to the billing party or at the times set forth in the applicable Sales Order.
- b. **Taxes.** All fees are exclusive of any sales, use, and other taxes and charges applicable to the licensing, installation, support, or use of the Software. Client agrees to pay when due (or reimburse Company for) all such taxes which Company is at any time obligated to pay or collect in connection with this Agreement, except any taxes based on Company's net income, or provide Company or the Authorized Sales Agent with a certificate of exemption acceptable to the applicable taxing authority. Any delay by Company or the Authorized Sales Agent in collecting any such tax shall in no way release Client of its obligation under this Section.

4. **Equipment Personnel and Availability of Facilities.** In order to continue to use the Software, Client shall, at its sole expense, purchase and maintain the minimum necessary computer equipment, telecommunication equipment, and software required for the Software to operate, as set forth in Company's then current specifications as modified from time to time. The current minimum specifications are available to Client upon request. In addition, Client shall provide appropriate personnel to be trained on and to use the Software, as identified by Company from time to time. Client shall grant Company or the Authorized Sales Agent such access to its facilities as may be necessary or appropriate for Company or the Authorized Sales Agent to perform its Services under this Agreement. Each party agrees to indemnify and hold harmless the other party from any personal injury or damage to real or tangible personal property resulting from the gross negligence or intentional misconduct of the indemnifying party's employees or agents while they are at the premises of the other party.

5. **Patient Information.** The parties have entered into, or will enter into, a Program Agreement and Business Associate Agreement, which together with these Terms of Service and any Exhibits and Sales Order(s) form the Agreement between the Client and the Company. Company acknowledges Client's or patient's ownership of all individually identified patient data generated as a result of Client's use of the Software, and any hardware Client uses with the Software. Notwithstanding the foregoing, both parties acknowledge and agree that Company may use, reproduce and distribute non-personally identifiable patient data stored or used in connection with the Software to the maximum extent permitted by applicable law and without compensation to Client.

6. **Representatives and Notices.** Each party agrees to designate a qualified person as representative to receive notices which are required to be in writing and delivered hereunder. All such notices hereunder shall be given by: (a) personal delivery; (b) United States Postal Service certified or registered mail, return receipt requested, postage prepaid; or (c) Federal Express, United Parcel Service, United States Postal Service or other overnight delivery service (via a courier with the ability to track and confirm receipt). Notice shall be considered received on the date of actual receipt or addressee's refusal to accept delivery if given in one of the methods set forth in (a), (b) or (c) above. The representative for each party may be changed from time-to-time by written notice to the other party given in accordance with the terms of this Section. Said representatives shall be as follows:

**Company Representative:**

assessURhealth, LLC

Attn: CEO

Notice Address:

1000 N. Ashley Drive, Suite 300

Tampa, FL 33602

**Client Representative:**

The party named on the Program Agreement or Sales Order as Client Representative

Notice Address:

The address listed on the Program Agreement or Sales Order, as applicable

The parties may designate other individuals to receive communications related to the day-to-day operation of this Agreement.

7. **Warranties.**

Company grants to Client a limited warranty for thirty (30) days from the Effective Date ("Warranty Period") that, following proper installation the Software, unless modified by or on Client's behalf, will substantially perform the material functions described in Company's current user materials when operated on hardware and with the third party software purchased from, or pre-approved in writing by Company in accordance with any user material provided by Company (the "Express Warranty"). Company does not warrant that the Software or Services will meet Client's requirements, that the operation of the Software or Services will be uninterrupted or error-free, that all Software errors can be corrected, or that billing codes will be paid. Except for the Express Warranty during the Warranty Period, the Software is provided AS IS. For any breach of the Express Warranty, Client's sole and exclusive remedy, and Company's entire liability and obligation shall be, at Company's election, to correct the Software or the user material, whichever is reasonably appropriate provided that no change may be made hereunder to such user materials which modifies or deletes any material function of the Software. If none of the foregoing alternatives are reasonably available, Company may, at its option, terminate this Agreement and refund the Software License Fees paid by Client to

Company during the Warranty Period, if any. The foregoing payment shall be made net of any outstanding balances and shall not include amounts paid for non-Software License Fees (e.g. hardware, training or other services). Client represents and warrants that: (i) the person signing on behalf of Client is authorized to bind Client and (ii) that Client will use the Software in accordance with all applicable law including, without limitation, the Health Information Portability and Accountability Act (HIPAA).

8. **Warranty Disclaimers.** OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7, NEITHER COMPANY NOR ITS DISTRIBUTORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, THE USER MATERIAL, OR ANY SERVICES OR WORKS OF AUTHORSHIP PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF CONDITION OR MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE ALL EXPRESSLY EXCLUDED AND DISCLAIMED. NEITHER COMPANY NOR ITS DISTRIBUTORS PROVIDE ANY WARRANTY REGARDING ANY THIRD PARTY SOFTWARE AND/OR HARDWARE NOT MANUFACTURED BY COMPANY. FURTHERMORE, CLIENT AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER COMPANY NOR ITS DISTRIBUTORS WILL BE RESPONSIBLE FOR ANY THIRD PARTY SOFTWARE, THIRD PARTY SERVICES AND/OR HARDWARE IT PROVIDES TO CLIENT. IF ANY PROBLEM, OPERATIONAL FAILURE OR ERROR OF THE SOFTWARE HAS RESULTED FROM ANY ALTERATION OF THE SOFTWARE, ACCIDENT, ABUSE OR MISAPPLICATION, THEN, AT COMPANY'S SOLE OPTION, ANY WARRANTY MADE SHALL BE NULL AND VOID. CLIENT ACKNOWLEDGES AND AGREES THAT THE SOFTWARE AND SERVICES MAY NOT BE RELIED UPON TO PERFORM MEDICAL DIAGNOSTIC FUNCTIONS OR TO SET TREATMENT PROCEDURES. WHEN USING THE SOFTWARE, DOCUMENTATION, SUPPORT AND SERVICES, CLIENT AND ITS AUTHORIZED USERS (E.G. EMPLOYEES) ARE SOLELY RESPONSIBLE FOR EXERCISING DUE CARE AND USING THEIR INDEPENDENT PROFESSIONAL JUDGMENT WITH REGARD TO PATIENT EXAMINATION, DIAGNOSIS AND TREATMENT. NEITHER COMPANY NOR ITS DISTRIBUTORS ASSUME ANY RESPONSIBILITY FOR CLIENT'S ACTIONS WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE OR ANY OTHER BASIS.
9. **Allocation of Risk.** Client acknowledges that the limitations and disclaimers with respect to warranties, remedies, and damages set forth in this Agreement reflect an acceptable allocation of risk and are necessary and material terms in light of the prices offered by Company hereunder.
10. **Databases.** CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE CLINICAL INFORMATION CONTAINED IN THE DATABASE PORTIONS OF THE SOFTWARE (COLLECTIVELY, THE "DATABASES," WHICH DATABASES SHALL BE INCLUDED IN THE



DEFINITION OF THE SOFTWARE) IS INTENDED TO SUPPLEMENT, NOT REPLACE, THE KNOWLEDGE, SKILL AND JUDGMENT OF HEALTHCARE PROFESSIONALS REGARDING PATIENT CARE, DRUG THERAPY PROBLEMS AND PATIENT COUNSELING INFORMATION, AND IS SOLELY FOR USE BY OR UNDER THE DIRECT SUPERVISION OF LICENSED HEALTHCARE PROFESSIONALS. CLIENT AND ITS AUTHORIZED USERS ARE ADVISED TO REVIEW THE DEFINITIONS, FUNCTIONALITY AND LIMITATIONS OF THE SOFTWARE AND SERVICES. CLIENT IS RESPONSIBLE FOR ENSURING THAT ITS AUTHORIZED USERS FOLLOW PROPER PROCEDURES REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, HIPAA, AND BY GOOD PROFESSIONAL MEDICAL AND DATA HANDLING PRACTICE WITH REGARD TO THE FORM OF PATIENT RECORDS, THE CREATION AND STORAGE OF BACKUP COPIES OF COMPUTERIZED PATIENT RECORDS, CONSENTS TO TREAT OR DISCLOSE, AND USE AND RELEASE OF DATA. CLIENT SHALL COMPLY WITH ALL RECOMMENDATIONS OF COMPANY REGARDING FOLLOWING COMPANY'S THEN-CURRENT, APPLICABLE POLICIES REGARDING USE OF THE SOFTWARE AND ALL UPDATES, UPGRADES, WORKAROUNDS OR MODIFICATIONS THERETO. CLIENT IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE PROCEDURES AND CHECKPOINTS TO SATISFY ITS PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT. NEITHER THE PROVISION NOR SUPPORT OF THE SOFTWARE BY COMPANY SHALL BE DEEMED TO BE ADVICE AS TO THE CONFORMITY OF THE SOFTWARE WITH ANY APPLICABLE STATE, FEDERAL OR LOCAL LAW.

**11. Third Party Claims.**

- a. Subject to this Section 11, Company agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, and damages, including reasonable attorney's fees (together "Losses"), asserted against Client alleging that the Software infringes a registered U.S. copyright or U.S. patent belonging to any third party. If such a claim is made or, in Company's opinion, is likely to be made, Company, at its option, may modify the Software, obtain rights for the Client to continue using the Software, or terminate the use of the Software product at issue by the Client. Client agrees to abide by Company's decision and, if appropriate, install a different version of the Software or stop using the Software. Client agrees to abide by Company's decision and, if appropriate, install a different version of the Software or stop using the Software.
- b. Client agrees to indemnify and hold Company harmless from any and all Losses asserted against Company by any customer, patient, employee, or agent of Client or any other individual or entity who may be affected by Client's use of the Software, except to the extent that Company is responsible under Section 11(a) of this Agreement.
- c. In the event that any demand or claim is made or suit is commenced against a party ("Indemnitee") for which the other party has an indemnity obligation hereunder ("Indemnitor"), written notice of such shall be provided to Indemnitor by Indemnitee,

and Indemnitee shall cooperate with Indemnitor in the defense of the demand, claim or suit to whatever reasonable extent Indemnitor requires, at Indemnitor's cost and expense and Indemnitor shall have the right to compromise such claim to the extent of its own interest and shall retain full control of the defense of any such suit.

12. **Delay in Performance.** Neither Company nor its Distributors shall be responsible for any failure to perform due to causes beyond Company's reasonable control, including but not limited to labor disputes, strikes, acts of God, fire, storm, water, delays in transportation, communication line failure, equipment failure, and governmental actions. Any delay beyond Company's reasonable control shall be excused and the period of performance extended as may be necessary to enable such party to perform after the cause of delay has been removed. Client agrees that it will remove and replace software and or hardware provided by third parties based on a commercially reasonable request, and notice as described in Section 6 of this Agreement, from Company and Client will be liable for any damages or delays caused by its failure to do so.
13. **Limitation on Liability.** EXCEPT FOR CLAIMS ARISING UNDER SECTION 11, THE TOTAL LIABILITY OF COMPANY AND ITS DISTRIBUTORS FOR ANY AND ALL CLAIMS IN ANY WAY RELATED TO THIS AGREEMENT, AND ANY PERFORMANCE OR NONPERFORMANCE BY COMPANY OR ITS DISTRIBUTORS HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PREVIOUSLY PAID TO COMPANY BY CLIENT WITHIN THE THREE (3) MONTH PERIOD PRIOR TO THE ASSERTION OF ANY SUCH CLAIM.
14. **Maintenance.** During the term of this Agreement and subject to the terms and conditions hereof, including payment of the then current Fees to the Company or if appropriate, its Authorized Sales Agent, the Company agrees to provide the following services to CLIENT:
  - a. Company shall supply Client with upgrades to the Software developed by Company which may contain error corrections and/or enhancements. For the avoidance of doubt, upgrade shall mean improvements to the Software provided hereunder and shall not include new products developed by Company. Upgrades provided to Client pursuant to this Agreement shall in no event include source code.
  - b. For any on-site maintenance, support or services requested by Client and agreed to by Company, Client shall pay for such services, and related costs and expenses, in the amounts and at the times reflected on Company's then current price list, as it may be adjusted from time to time. Unless otherwise explicitly agreed to in writing, Company will not provide on-site services on weekends or Company's then-current holidays.
  - c. Client agrees to follow installation requirements outlined in the Documentation. Client's failure to follow such procedures releases Company from any obligation to perform Services.

15. **Term and Termination.**



- a. This Agreement shall commence upon the earlier of the Go-Live Date, or on the date listed on the Program Agreement or Sales Order, and shall continue in full force and effect for the term of such Program Agreement or Sales Order, unless earlier terminated in accordance with this Section.
  - b. Subject to the terms and conditions hereof, Company may terminate this Agreement and the license granted hereunder at any time, and be entitled to immediate payment of the minimum monthly fee times the remaining months in the then current term, in addition to any and all other remedies at law or equity, subsequent to the occurrence of any of the following events:
    1. Client's failure to make timely payment;
    2. Material failure by Client to perform its obligations under this Agreement (including the terms of all of the Exhibits attached hereto) and continuance of such failure for a period of thirty (30) days after receipt of written notice from Company specifically identifying the basis for such failure;
    3. The voluntary or involuntary filing (which is not dismissed within sixty (60) days) of a petition in bankruptcy for Client, or the making by Client of a general assignment for the benefit of its creditors.
  - c. Subject to the terms and conditions hereof, Client may terminate this Agreement and the license granted hereunder as its sole remedy in the event of a material failure by Company to perform its material obligations under this Agreement and continuance of such material failure for a period of thirty (30) days after receipt of written notice from Client specifically identifying the basis for such material failure (or if such failure cannot reasonably be cured within such thirty (30) day period, failure of Company to commence the cure within such period and diligently pursue such cure).
16. **Governing Law, Injunctive Relief, Limitation on Actions.** This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Florida, without giving effect to the conflicts of law or provisions thereof. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, because of the unique nature of the Software, Client understands and agrees that Company will suffer irreparable injury in the event Client fails to comply with any of the terms of this Agreement and that monetary damages may be inadequate to compensate Company for such breach. Accordingly, Client agrees that Company will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce any threatened or actual breach of the terms of the Agreement. No claim or action arising out of this Agreement may be asserted by either party

- more than one year after such party knew or should have known that the cause of action has arisen; provided, however, this sentence shall not extend any applicable statute of limitations.
17. **Attorney's Fees.** If either party hereto incurs any legal fees, whether or not an action is instituted to enforce the terms of this Agreement or any Sales Order hereto, or to recover damages or injunctive relief for breach of this Agreement or any Sales Order hereto, it is agreed that the successful or prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and other costs in addition to any other relief to which it may be entitled.
  18. **Entire Agreement, Construction, Modification.** This Agreement, including the Program Agreement, Sales Order(s) and Business Associate Agreement, set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, between the parties. In the event of an ambiguity or in the event a question of intent or interpretation arises, no presumptions or burdens of proof shall arise favoring either party as a result of the authorship of any of the provisions of this Agreement. The section headings in this Agreement are included only for purposes of convenient reference, and they shall not affect the interpretation of this Agreement. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of Company and Client. The terms and conditions of this Agreement and may be amended by mutually executed Addendums which reference this Agreement. In the event of a conflict between this these Terms of Service, any exhibits hereto, Addendums which reference this Agreement, and or the Sales Order(s) or Business Associate Agreement, the following order of precedence shall govern: these Terms of Service, the Sales Order, any Addendum(s) which reference this Agreement, the applicable Business Associate Agreement, and the remaining Exhibits in alphabetical order.
  19. **Waiver.** Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.
  20. **Effect of Invalid or Unenforceable Provision.** This Agreement, to the extent possible, shall be construed so as to give validity to all the provisions hereof. Any provision of this Agreement found to be invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be enforced to the fullest extent permitted by applicable law.
  21. **Limitations on Assignment.** Subject to the terms of Section 2(b) of this Agreement, Client may assign this Agreement to a third party with Company's prior written consent which will not be unreasonably withheld, but which may require execution of an assignment agreement by the third party. Company may assign this Agreement to a third party which is capable of performing the Company's obligations hereunder by providing written notice of such

assignment to Client. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

22. **Export.** Client agrees that it will not export or re-export, directly or indirectly, any of the Software to any country for which the United States of America, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval and without obtaining the prior written approval of Company.
23. **Survival.** The terms and conditions contained in Sections 2.a, 2.c, 2.d, 3.b, 5, 7, 8, 9, 10, 11, 13, 16, 17, 18, 19, 20, 21, 23, 24 and 26 shall survive the completion of the performance, or the cancellation or termination, of this Agreement.
24. **U.S. Government Restricted Rights.** The Software is provided with restricted rights set forth herein. Use, duplication, or disclosure is subject to restrictions as set forth in subdivision (b)(3)(ii) of The Rights in Technical Data and Computer Software clause at 48 C.F.R. § 252.227-7013 or in subdivision (c)(1) and (2) of the Commercial Computer Program-Restricted Rights clause at 48 C.F.R. § 52.227-19, as applicable. The Contractor / manufacturer is: assessURhealth, LLC., 1000 N Ashley Drive, Suite 300, Tampa, FL 33602.
25. **Remote Access.** Client shall, at its own expense, maintain remote access secure, encrypted wireless Internet communication capability, accessible capability with the Company, such as DSL, Cable modem or a T1 line which, unless otherwise permitted by Company, may be used by Client to access Company to transmit data, download releases of the Software, error corrections, new releases, upgrades, and enhancements to which Client may be entitled and to perform diagnostics and receive remote support from Company. Remote access as described in this Section 25 will be provided in a form approved by Company, and that is consistent with industry standard. Remote access is not required to be used exclusively by Company and can be used for other purposes. Client agrees that Company may use such remote access to perform periodic audits to determine compliance with the terms of this Agreement, to send and receive error reports, to provide support requested by the Client, and for other purposes related to the performance of this Agreement. Client agrees that it will not use a firewall or other mechanism to prevent Company from accessing Client through such remote access.
26. **Acknowledgement.** Each party acknowledges that it has read this Agreement (including these Terms of Service, the Program Agreement, the Business Associate Agreement and any applicable Addendums), and understands it, and agrees to be bound by the terms and conditions of the Agreement. Client also agrees that this Agreement is the complete and exclusive statement of the agreement between Company and Client and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between Company and Client relating to the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Company and Client.